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राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

वीरवार, 12 मार्च, 2026 / 21 फाल्गुन, 1947

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171 002, the 27th January, 2026

No. LEP-E/1/2024.— In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act,1947, the Governor Himachal Pradesh is pleased to order the publication of awards of the following cases announced by the **Presiding Judge, Labour Court-*cum*-Industrial**

Tribunal, Dharamshala, H.P. on the website of the Printing & Stationery Department, Himachal Pradesh i.e**. "e-Gazette":—**

Sl. No.	Ref./ No.	Petitioner	Respondent	Date of Award/Order
1.	84/21	Varinder Kumar	M/S Link Utsav Pvt. Ltd. & Other	06-12-2025
2.	85/21	Gaurav Katoch	--Do--	06-12-2025
3.	110/20	Pawan Kumar	--Do--	06-12-2025
4.	83/21	Arun Kumar	--Do--	06-12-2025
5.	103/17	Rakesh Kumar	ASE Sainj Hydro Elec. Project	06-12-2025
6.	64/20	Sikander Singh	M/S Bector Food Ltd. Una	13-12-2025
7.	107/20	Jashpal Singh	President Gurudwara P. Committee	13-12-2025
8.	83/22	Kamaljeet	M/S Himachal Textile Amb	13-12-2025
9.	26/24	Rajneesh Kumar	M/S Vehant Tech. Ltd. Una & Other	17-12-2025
10.	25/24	Kishor Kujmar	M/S Vehant Tech. Ltd. Una & Other	17-12-2025
11.	80/23	Jai Dev	M/S New Prem Bus Service	18-12-2025
12.	74/24	Manoj Kumar	The D.F.O. Sunder Nagar	19-12-2025
13.	22/24	Karambir Singh	M.D. Maharishi Enterprises	22-12-2025
14.	40/24	Anjana Devi	M/S Him Personal Consultancy, Palampur	22-12-2025
15.	68/21	Ashwani Kumar	G.M. Manager, Deepak Fastener	29-12-2025
16.	48/23	Vishvabandhu	The D.F.O. Nurpur	31-12-2025

By order,

PRIYANKA BASU INGTY, IAS,
Secretary (Lab. Emp. & O.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM**-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 84/2021

Date of Institution : 13-7-2021

Date of Decision : 06-12-2025

Shri Varinder Kumar s/o Shri Suresh Kumar, r/o Village Bahri, P.O. Ropa, Tehsil & District Hamirpur, H.P. . .*Petitioner*.

Versus

1. The Employer/Nodal Officer, M/S Link Utsav Ventures Private Limited, F-119, Maya Puri, Industrial Area, Phase-2, New Delhi-110064 (Employer).

2. The State Head, M/S Rojmerta Private Limited, Near RTO Office, Dharamshala, District Kangra, H.P. ..R*espondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Ritu Bbala, Ld. Legal Aid Adv.

For Respondent(s) : Sh. Rakesh Bharti, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Joint Labour Commissioner:—

> "Whether the termination of services of Shri Varinder Kumar s/o Shri Suresh Kumar, r/o Village Bahri, P.O. Ropa, Tehsil & District Hamirpur, H.P. during May, 2020 by (i) the Employer/Nodal Officer, M/S Link Utsav Ventures Private Limited, F-119, Maya Puri, Industrial Area, Phase, New Delhi (ii) the State Head, M/S Rojmerta Private Limited, Near RTO Office, Dharamshala, District Kangra, H.P., without complying with the provisions of the Industrial Disputes Act,1947, as alleged by the workman, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers/management?"

2. The brief facts as stated in the claim petition are that petitioner was engaged/appointed as a technician on 28.2.2012 and issued employee code bearing No.LU0202 by the respondent M/s Link Utsav Ventures on monthly salary of Rs.3881/- and company had increased salary of petitioner from Rs.3881/- to Rs.4700/- per month. It is asserted that respondent company had stopped to mark petitioner's presence from duty without any reason even when he was present on duty. It is asserted that in the month of February, 2020 the services of petitioner were terminated by the respondent without giving notice or following the mandatory provision of the Industrial Disputes Act, 1947. The petitioner had worked with the respondent from 28.2.2012 upto February, 2020 and the services of petitioner were terminated without complying with the provisions of Sections 25-G, 25-H and 25-N of the Industrial Disputes Act. It is alleged that services of petitioner were terminated just to give benefits to others. The petitioner time and again visited the office of respondent with request to re-engage him but of no avail. It is asserted that the petitioner had completed more than nine years with the respondent company without any break but in February, 2020 the respondent company had suddenly terminated the service of petitioner. On 22.6.2020 the petitioner had sent a notice to respondent company regarding his grievance but no reply of the same was given by the respondent. Thereafter petitioner had approached the Conciliation Officer-cum-Labour Inspector on 9.7.2020, 19.8.2020, 23.10.2020 and 8.12.2020 but no reply to the same was filed by the respondent and they did not put their presence before the office of Conciliation Officer. It is asserted that the petitioner had performed his duty honestly and full dedication, despite that he (petitioner) was not given chance to express his version before ending/termination of services. No show cause notice was served upon the petitioner before his termination which was mandatory as provision of the Industrial Disputes Act, 1947. It is alleged that termination of the petitioner was illegal, unjustified and against the provision of the Act and as such otherwise bad because the respondent had engaged another person in place of the petitioner. It is alleged that the services of petitioner were terminated without following the provisions of Section 25 Clauses F, G and H of the Industrial Disputes Act, 1947 and the termination of petitioner was void ab-initio and illegal. It

is prayed that order dated February, 2020 may be set aside and quashed and respondent be directed to re-engage the petitioner in his old place and post along-with all consequential service benefits as well as back wages from December, 2020 till his re-engagement.

3. In reply to the claim petition filed on behalf of respondents preliminary objections qua maintainability, non-joinder of necessary parties, suppression of material facts, cause of action, estopple etc. have been raised. On merits, it is asserted that applicant/petitioner was appointed by M/s Link Utsav Pvt. Ltd. on project basis. The company M/s Link Utsav Ventures Pvt. Ltd. is a special purpose vehicles company incorporated on 31.10.2011 for specific and limited purpose. The company was created for a limited predefined purpose i.e. of implementation of High Security Registration Plates in the State of H.P. accordingly in the year 2011 the company entered into a limited period Concession Agreement with the State of H.P. for said purpose and applicant/petitioner was very well aware of the said contract and his service was availed for the said project only which was initially for a period of seven years but was extended thereafter uptil 30.6.2019 by the State of H.P. It is asserted that after the project was ended on 30.6.2019 the work of the company came to an end and accordingly the services of applicant/petitioner were also ended. Neither the company i.e. M/s Link Utsav Ventures Ltd. was doing any other project at that time nor did any work now and all the facts were very much within the knowledge of applicant/petitioner and petitioner had concealed the same from the court. It is denied that the services of petitioner were terminated without complying with the provisions of the Industrial Disputes Act as the services of petitioner was completely on project basis. It is asserted that applicant/petitioner was made aware about the contractual nature of his employment at the time of his joining as well as closure of the project. Other averments made in the petition were denied and it is prayed that claim petition be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the respondents have illegally terminated services of the petitioner during May, 2020 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged? ..*OPP.*

2. If issue No.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority, past service benefits and compensation as claimed? ..*OPP.*

3. Whether the petition is bad for non-joinder of necessary parties, as alleged? ..*OPR.*

4. Whether the petitioner has not come to the Court with clean hands and has suppressed the material facts, as alleged? ..*OPR.*

5. Whether the petitioner is estopped by his own act and conduct to file the present claim petition? ..*OPR.*

6. Relief.

6. The petitioner in order to prove his case has produced his affidavit Ext.PW1/A wherein he has reiterated the facts stated in the claim petition. Learned Counsel for the petitioner has also produced on record copy of RTI letter dated 26.8.2022 Ext. P1, copy of letter dated 13.1.2021 Ext. P2, copy of notification dated 11.6.2021 Ext. P3, copy of letter dated 22.6.2020 Ext. P4, copy of

attendance record Ext. P5, copy of concession agreement dated 15.11.2021 Ext. P6 and Ext. P7, cpy of Financial Bid Form Ext. P8, copy of notification of award dated 11.10.2021 Ext. P9, copy of letter dated 15.10.2021 Ext. P10, copy of letter dated 31.10.2011 Ext. P11, copy of certified resolution dated 12.11.2011 Ext. P12, copy of memorandum dated 27.10.2011 Ext. P13 and closed evidence on behalf of petitioner.

7. Respondents on the other hand have examined Shri Ankush Kumar s/o Shri Krishan Chand by way of his affidavit Ext. RW1/A. He has also produced on record copy of letter dated 20.12.2019 Ext. RW1/B.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	: Partly Yes
Issue No.2	: Decided accordingly
Issue No.3	: No
Issue No.4	: No
Issue No.5	: No
Relief.	: Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDING

ISSUE

10. Petitioner Shri Varinder Kumar has deposed in his affidavit that he was engaged as a technician on 28.2.2012 bearing employee code No.LU0202 by respondent M/s Link Utsav Ventures Private Limited on monthly salary of Rs.3881/- and thereafter from 2017 the company increased the salary of petitioner upto Rs.4700/- per month. In the month of February, 2020 his services were terminated without any notice without complying with the mandatory provisions of the Industrial Disputes Act, 1947. According to petitioner he had worked with respondents from 28.2.2012 to February, 2020 and his services were terminated in violation of the provisions of the Industrial Disputes Act by the respondents. The petitioner also deposed that he had completed nine years of service without any break and his services were terminated all of sudden by the respondent regarding which he gave notice to respondent company dated 22.6.2020. The matter was called for conciliation before Labour Inspector but the respondents did not file any reply nor put their presence before the Labour-cum-Conciliation Officer. Respondents no.1 and 2 have examined Shri Ankush Kumar as RW1 who has stated that the employer of the petitioner was M/s Link Utsav Ventures Private Limited and not the answering respondents. In his affidavit he has submitted that claim of petitioner is not maintainable against respondent as M/s Link Utsav Ventures Private Limited was incorporated on 31.10.2011 as special purpose vehicle in compliance with requirement of government of Himachal Pradesh for implementation of high security registration plates. The concession agreement dated 30.10.2011 was entered with the State of H.P. for limited period of seven years extended upto 30.6.2019. M/s Link Utsav Ventures Private Limited was purely working on project basis and on the completion of the concession agreement with State of H.P. the

services of the petitioner also automatically came to an end on the expiry of the project on 30.6.2019. The company was asked by transport department to vacate RTO premises after completion of project. The petitioner was fully aware about the contractual nature of his employment and was duly informed about the limited contract hence petitioner's allegation qua illegal termination was false and baseless. Learned counsel for the petitioner has submitted that M/s Link Utsav Ventures respondent no.1 is the same company which is now operating under name and style of M/s Rojmerta Private Limited carrying out the similar function of production of high security number plates. Learned counsel for the respondent has however vehemently argued that M/s Link Utsav Ventures Private Limited was incorporated for a limited purpose for a limited period of time and does not exist any more. M/s Rojmerta Private Limited is the company which has independently carrying out the work of preparation of number plates in State of H.P. and other numbers of plates which has no concern with M/s Link Utsav Ventures Private Limited.

11. It is pertinent to mention here that the dispute was raised by the petitioner and notice was issued to both the respondents. The respondents failed to appear before the Labour-cum-Conciliation Officer and accordingly as per reference made to this court notice was again issued to the respondents by this court. The notice was issued on separate address but a common authorized representative has appeared on behalf of both the respondents and specifically on behalf of respondent no.1 M/s Link Utsav Ventures Private Limited. Subsequently a common reply was filed on behalf of respondents no.1 and 2. None of the respondents was proceeded exparte. This implies that respondents have appeared in the court and represented in the court together and have also authorised RW1 Shri Ankush Kumar as their witness to appear and depose on their behalf. The pleadings as well as the affidavit which has been produced on behalf of respondents also show contention raised by respondent no.1 as well as respondent no.2. It is time and again asserted that respondent no.1 does not exist any more and the services of petitioner automatically came to an end after expiry of concession agreement with the State of H.P. entered between the State of H.P. and M/s Link Utsav Ventures Private Limited.

12. RW1 Shri Ankush Kumar has admitted in his cross-examination that he has working as Manager in Rojmerta company since 2019. Earlier he was worked with M/s Link Utsav Ventures Private Limited as supervisor. He has admitted that petitioner is known to him and used to work with M/s Link Utsav Ventures Private Limited. He has admitted that M/s Link Utsav Ventures Private Limited had issued an employee code to the petitioner and he was receiving salary of Rs.4500/- per month along-with EPF and PPF. He has admitted that petitioner has worked continuously till 2019 and added to it that company thereafter was closed. He has also submitted that 4 to 5 employees of M/s Link Utsav Ventures Private Limited are now working with Rojmerta Private Limited. He has denied that Rojmerta Private Limited has same address and is being run in the same building. However he admits that M/s Link Utsav Ventures Private Limited as well as Rojmerta Private Limited are carrying the same function of preparation of number plates. He has admitted that no notice or salary in lieu of notice was ever given to the petitioner before his termination. He has admitted that company had given a training to petitioner regarding preparation of number plates. He has not clearly admitted, or denied but merely shown ignorance to the suggestion that the respondents are under an obligation to settle the claim of the petitioner. He has again reiterated that company has been closed however subsequently states that he has been authorized by company to make a deposition at its behalf. He has admitted that he has not produced any document to show that company does not exist anymore.

13. Learned counsel for the respondents has submitted that M/s Link Utsav Ventures Private Limited was formed an existed only for limited period and once the tender was stopped by the government of H.P. the company no longer operates. It is pertinent to mention here that the employment of petitioner with M/s Link Utsav Ventures Private Limited and his continuous employment till the year 2019 is not disputed by RW1 Shri Ankush Kumar. Shri Ankush Kumar

appears to have deposed on behalf of respondents no.1 and 2 and is duly authorized by them. Considering the fact that the respondents no.1 and 2 have jointly appeared in the court jointly submitted reply as well as produced a witness who deposed in their favour it cannot be concluded that respondent no.1 has no concerned or link with respondent no.2. It has been admitted by RW1 Shri Ankush Kumar that he has not produced any document to show that respondent no.1 does not exist anymore. The oral as well as documentary evidence shows that the petitioner was employed by respondent no.1 continuously till 2019 which would also imply that he had worked for more than 240 days in each calendar year as this fact is not specifically disputed in the reply on behalf of respondents. Even if the concession agreement entered between M/s Link Utsav Ventures Private Limited and the Government of H.P. has ended after the end of contractual period there was no condition mentioned in the agreement Ext. R5 regarding the conditions of service of employee of M/s Link Utsav Ventures Private Limited. M/s Link Utsav Ventures Private Limited employing the workmen was under an obligation to comply with the provisions of the Industrial Disputes Act at the time of winding up its affairs on basis of tender given to it by the Government of H.P. RW1 Shri Ankush Kumar has admitted that neither any notice or salary in lieu of notice period was ever given to the petitioner at the time of his termination. Considering the conduct of respondents no.1 and 2 at the time of presentation of the case before this court it can safely be concluded that they represented a specific entity which was liable to pay compensation for the wrongful termination of the petitioner. There is no evidence to show that before terminating the services of petitioner there was a compliance of Section 25-F of the Industrial Disputes Act, 1947. The averments made in the claim regarding violation of Sections 25-G and 25-H of the Industrial Disputes Act are not proved by the petitioner. In oral as well as documentary evidence as no list of employees have been produced before this court. Thus it is proved that while terminating the services of petitioner respondents no.1 and 2 have not violated the provisions of Section 25-G and 25-H of the Industrial Disputes Act, 1947 hence issue no.1 is accordingly decided in the favour of the petitioner.

Issue No.2

14. It is proved from overwhelming evidence produced before this court that the respondents no.1 and 2 are the same entity with different names. The petitioner has proved that while terminating his services the provisions of Sections 25-F of the Industrial Disputes Act, 1947 was violated. In these circumstances the petitioner is held entitled for reinstatement with the respondent no.2 on the similar terms and also lump sum compensation of Rs.1 lakh for his wrongful termination. Hence this issue is decided accordingly.

Issues No.3, 4 and 5

15. The onus of proving these issues was on the respondents. The evidence on the case file clearly establish the relationship between respondent no.1 and respondent no. 2, wrongful termination of the petitioner without any compliance of the Industrial Disputes Act, 1947. There is nothing to show that petitioner has suppressed the material facts from this court or was estopped by his act and conduct to file the claim petition. Respondents having raised the objection of non-joinder of necessary parties have not produced any evidence to show which necessary party was to be impleaded for just proper adjudication of the claim. Hence issues no. 3 to 5 are decided in the favour of the petitioner and against the respondents.

RELIEF

16. In view of my discussion on the issues no. 1 to 5 above, the claim petition succeeds and is partly allowed. The petitioner is held entitled for reinstatement with the respondent no. 2 on the similar terms and also lump sum compensation of Rs.1 lakh for his wrongful termination. Parties are left to bear their costs.

17. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 6th day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala, (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-IN**DUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 85/2021

Date of Institution : 13-7-2021

Date of Decision : 06-12-2025

Shri Gaurav Katoch s/o Shri Kultar Chand, r/o Ward No.1, Chaubata Mohalla, VPO Sujanpur Tihra, Tehsil Sujanpur, District Hamirpur, H.P. ..*Petitioner.*

Versus

1. The Employer/Nodal Officer, M/S Link Utsav Ventures Private Limited, F-119, Maya Puri, Industrial Area, Phase-2, New Delhi-110064 (Employer).

2. The State Head, M/S Rojmerta Private Limited, Near RTO Office, Dharamshala, District Kangra, H.P. ..*Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Ritu Bbala, Ld. Legal Aid Adv.

For Respondent(s) : Sh. Rakesh Bharti, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Joint Labour Commissioner:—

"Whether the termination of services of Shri Gaurav Katoch s/o Shri Kultar Chand, r/o Ward No.1, Chobatta Mohalla, V.P.O. Sujanpur Tihra, Tehsil Sujanpur Tihra, District Hamirpur, H.P. during May, 2020 by (i) the Nodal Officer, M/S Link Utsav Ventures Private Limited, F-119, Maya Puri, Industrial Area, Phae-2, New Delhi-110064 (Employer), (ii) the State Head, M/S Rojmerta Private Limited, Near RTO Office, Dharamshala, District Kangra, H.P. without complying with the provisions of the Industrial Disputes Act,1947, as

alleged by the workman, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer/Management?"

2. The brief facts as stated in the claim petition are that petitioner was engaged/appointed as a computer operator on 27.3.2012 and issued employee code bearing No.LU0202 by the respondent M/s Link Utsav Ventures on monthly salary of Rs.3881/- and company had increased salary of petitioner from Rs.3881/- to Rs.4700/- per month. It is asserted that respondent company had stopped to mark petitioner's presence from duty without any reason as and when he was present on duty. It is asserted that in the month of February, 2020 the services of petitioner were terminated by the respondent without giving notice or following the mandatory provision of the Industrial Disputes Act, 1947. The petitioner had worked with the respondent from 27.3.2012 upto February, 2020 and the services of petitioner were terminated without complying with the provisions of Sections 25-G, 25-H and 25-N of the Industrial Disputes Act. It is alleged that services of petitioner were terminated just to give benefits to others. The petitioner time and again visited the office of respondent with request to re-engage him but of no avail. It is asserted that the petitioner had completed more than nine years with the respondent company without any break but in February, 2020 the respondent company had suddenly terminated the service of petitioner. On 22.6.2020 the petitioner had sent a notice to respondent company regarding his grievance but no reply of the same was given by the respondent. Thereafter petitioner had approached the Conciliation Officer-cum-Labour Inspector on 9.7.2020, 19.8.2020, 23.10.2020 and 8.12.2020 but no reply to the same was filed by the respondent and they did not put their presence before the office of Conciliation Officer. It is asserted that the petitioner had performed his duty honestly and full dedication, despite that he (petitioner) was not given chance to express his version before ending/termination of services. No show cause notice was served upon the petitioner before his termination which was mandatory as provision of the Industrial Disputes Act, 1947. It is alleged that termination of the petitioner was illegal, unjustified and against the provision of the Act and as such otherwise bad because the respondent had engaged another person in place of the petitioner. It is alleged that the services of petitioner were terminated without following the provisions of Section 25 Clauses F, G and H of the Industrial Disputes Act, 1947 and the termination of petitioner was void ab-initio and illegal. It is prayed that order dated February, 2020 may be set aside and quashed and respondent be directed to re-engage the petitioner in his old place and post along-with all consequential service benefits as well as back wages from December, 2020 till his re-engagement.

3. In reply to the claim petition filed on behalf of respondents preliminary objections qua maintainability, non-joinder of necessary parties, suppression of material facts, cause of action, estopple etc. have been raised. On merits, it is asserted that applicant/petitioner was appointed by M/s Link Utsav Pvt. Ltd. on project basis. The company M/s Link Utsav Ventures Pvt. Ltd. is a special purpose vehicles company incorporated on 31.10.2011 for specific and limited purpose. The company was created for a limited predefined purpose i.e. of implementation of High Security Registration Plates in the State of H.P. accordingly in the year 2011 the company entered into a limited period Concession Agreement with the State of H.P. for said purpose and applicant/petitioner was very well aware of the said contract and his service was availed for the said project only which was initially for a period of seven years but was extended thereafter uptil 30.6.2019 by the State of H.P. It is asserted that after the project was ended on 30.6.2019 the work of the company came to an end and accordingly the services of applicant/petitioner were also ended. Neither the company i.e. M/s Link Utsav Ventures Ltd. was doing any other project at that time nor doing any work now and all these facts were very much within the knowledge of applicant/petitioner and petitioner had concealed the same from the court. It is denied that the services of petitioner were terminated without complying with the provisions of the Industrial Disputes Act as the services of petitioner was completely on project basis. It is asserted that

applicant/petitioner was made aware about the contractual nature of his employment at the time of his joining as well as closure of the project. Other averments made in the petition were denied and it is prayed that claim petition be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the respondents have illegally terminated services of the petitioner during May, 2020 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged? ..*OPP*.

2. If issue No.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority, past service benefits and compensation as claimed? ..*OPP*.

3. Whether the petition is bad for non-joinder of necessary parties, as alleged? ..*OPR*.

4. Whether the petitioner has not come to the Court with clean hands and has suppressed the material facts, as alleged? ..*OPR*.

5. Whether the petitioner is estopped by his own act and conduct to file the present claim petition? ..*OPR*.

Relief.

6. The petitioner in order to prove his case has produced his affidavit Ext.PW1/A wherein he has reiterated the facts stated in the claim petition. Learned Counsel for the petitioner has also produced on record copy of RTI letter dated 26.8.2022 Ext. P1, copy of letter dated 13.1.2021 Ext. P2, copy of notification dated 11.6.2021 Ext. P3, copy of letter dated 22.8.2020 Ext. P4, copy of attendance record Ext. P5, copy of concession agreement dated 15.11.2011 Ext. P6 and closed evidence on behalf of petitioner.

7. Respondents on the other hand have examined Shri Ankush Kumar s/o Shri Krishan Chand by way of his affidavit Ext. RW1/A. He has also produced on record copy of letter dated 20.12.2019 Ext. RW1/B.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : Partly Yes

Issue No.2 : Decided accordingly

Issue No.3 : No

Issue No.4 : No

Issue No.5 : No

Relief. : Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

ISSUE

10. Petitioner Shri Gaurav Katoch has deposed in his affidavit that he was engaged as a Computer Operator on 27.3.2012 bearing employee code No.LU0202 by respondent M/s Link Utsav Ventures Private Limited on monthly salary of Rs.3881/- and thereafter from 2017 the company increased the salary of petitioner upto Rs.4700/- per month. In the month of February, 2020 his services were terminated without any notice without complying with the mandatory provisions of the Industrial Disputes Act, 1947. According to petitioner he had worked with respondents from 28.2.2012 to February, 2020 and his services were terminated in violation of the provisions of the Industrial Disputes Act by the respondents. The petitioner also deposed that he had completed nine years of service without any break and his services were terminated all of sudden by the respondent regarding which he gave notice to respondent company dated 22.6.2020. The matter was called for conciliation before Labour Inspector but the respondents did not file any reply nor put their presence before the Labour-cum-Conciliation Officer. Respondents no.1 and 2 have examined Shri Ankush Kumar as RW1 who has stated that the employer of the petitioner was M/s Link Utsav Ventures Private Limited and not the answering respondents. In his affidavit he has submitted that claim of petitioner is not maintainable against respondent as M/s Link Utsav Ventures Private Limited was incorporated on 31.10.2011 as special purpose vehicle in compliance with requirement of government of Himachal Pradesh for implementation of high security registration plates. The concession agreement dated 30.10.2011 was entered with the State of H.P. for limited period of seven years extended upto 30.6.2019. M/s Link Utsav Ventures Private Limited purely worked on project basis and on the completion of the concession agreement with State of H.P. the services of the petitioner also automatically came to an end on the expiry of the project on 30.6.2019. The company was asked by transport department to vacate RTO premises after completion of project. The petitioner was fully aware about the contractual nature of his employment and duly informed about the limited period contract hence petitioner's allegation qua illegal termination were false and baseless. Learned counsel for the petitioner has submitted that M/s Link Utsav Ventures respondent no.1 is the same company which is now operating under name and style of M/s Rojmerta Private Limited carrying out the similar function of production of high security number plates. Learned counsel for the respondent has however vehemently argued that M/s Link Utsav Ventures Private Limited was incorporated for a limited purpose for a limited period of time and does not exist anymore. M/s Rojmerta Private Limited is the company which has independently carried out the work of preparation of number plates in State of H.P. and other numbers of plates which has no concern with M/s Link Utsav Ventures Private Limited.

11. It is pertinent to mention here that the dispute was raised by the petitioner and notice was issued to both the respondents. The respondents failed to appear before the Labour-cum-Conciliation Officer and accordingly as per reference made to this court notice was again issued to the respondents by this court though the notice was of separate address and a common authorized representative have appeared on behalf of both the respondents and specifically on behalf of respondent no.1 M/s Link Utsav Ventures Private Limited. Subsequently a common reply was filed on behalf of respondents no.1 and 2. None of the respondents was proceeded exparte. This implies that respondents have appeared in the court and represented in the court together and have also authorised RW1 Shri Ankush Kumar as their witness to appear and depose on their behalf. The pleadings as well as the affidavit which has been produced on behalf of respondents also show contention raised by respondent no.1 as well as respondent no.2.It is time and again asserted that respondent no.1 does not exist anymore and the services of petitioner automatically came to an end

after expiry of concession agreement with the State of H.P. entered between the State of H.P. and M/s Link Utsav Ventures Private Limited.

12. RW1 Shri Ankush Kumar has admitted in his cross-examination that he was working as Manager in Rojmerta company since 2019. Earlier he was worked with M/s Link Utsav Ventures Private Limited as supervisor. He has admitted that petitioner is known to him and used to work with M/s Link Utsav Ventures Private Limited. He has admitted that M/s Link Utsav Ventures Private Limited had issued an employee code to the petitioner and he was receiving salary of Rs.4500/- per month along-with EPF and PPF. He has admitted that petitioner has worked continuously till 2019 and added to it that company thereafter was closed. He has also submitted that 4 to 5 employees of M/s Link Utsav Ventures Private Limited are now working with Rojmerta Private Limited. He has denied that Rojmerta Private Limited has same address and is being run in the same building. However he admits that M/s Link Utsav Ventures Private Limited as well as Rojmerta Private Limited are carrying the same function of preparation of number plates. He has admitted that no notice or salary in lieu of notice was ever given to the petitioner before his termination. He has admitted that company had given a training to petitioner regarding preparation of number plates. He has not clearly admitted or denied but merely shown ignorance to the suggestion that the respondents are under an obligation to settle the claim of the petitioner. He has again reiterated that company has been closed however subsequently states that he has been authorized by company to make a deposition on its behalf. He has admitted that he has not produced any document to show that company does not exist anymore.

13. Learned counsel for the respondents has submitted that M/s Link Utsav Ventures Private Limited was formed an existed only for limited period and once the tender was stopped by the government of H.P. the company no longer operates. It is pertinent to mention here that the employment of petitioner with M/s Link Utsav Ventures Private Limited and his continuous employment till the year 2019 is not disputed by RW1 Shri Ankush Kumar. Shri Ankush Kumar appears to have deposed on behalf of respondents no.1 and 2 and is duly authorized by them. Considering the fact that the respondents no.1 and 2 have jointly appeared in the court, jointly submitted reply as well as produced a witness who deposed in their favour it cannot be concluded that respondent no.1 has no concerned or link with respondent no.2. It has been admitted by RW1 Shri Ankush Kumar that he has not produced any document to show that respondent no.1 does not exist anymore. The oral as well as documentary evidence shows that the petitioner was employed by respondent no.1 continuously till 2019 which would also imply that he had worked for more than 240 days in each calendar year as this fact is not specifically disputed in the reply on behalf of respondents. Even if the concession agreement entered between M/s Link Utsav Ventures Private Limited and the Government of H.P. has ended after the end of contractual period there was no condition mentioned in the agreement Ext. R5 regarding the conditions of service of employee of M/s Link Utsav Ventures Private Limited. M/s Link Utsav Ventures Private Limited employing the workmen was under an obligation to comply with the provisions of the Industrial Disputes Act at the time of winding up its affairs on expiry of tender given to it by the Government of H.P. RW1 Shri Ankush Kumar has admitted that neither any notice or salary in lieu of notice period was ever given to the petitioner at the time of his termination. Considering the conduct of respondents no.1 and 2 at the time of presentation of the case before this court it can safely be concluded that they represented a specific entity which was under an obligation to pay compensation for the wrongful termination of the petitioner. There is no evidence to show that before terminating the services of petitioner there was a compliance of Section 25-F of the Industrial Disputes Act, 1947. The averments made in the claim regarding violation of Sections 25-G and 25-H of the Industrial Disputes Act are not proved by the petitioner. In the oral as well as documentary evidence no list of employees have been produced before this court. Thus it is proved that while terminating the services of petitioner respondents no.1 and 2 have not violated the provisions of Section 25-G and

25-H of the Industrial Disputes Act, 1947 hence issue no.1 is accordingly decided in the favour of the petitioner.

Issue No.2

14. It is proved from overwhelming evidence produced before this court the respondents no.1 and 2 are the same entity with different names. The petitioner has proved that while terminating his services the provisions of Sections 25-F of the Industrial Disputes Act, 1947 was violated. In these circumstances the petitioner is held entitled for reinstatement with the respondent no.2 on the similar terms and also lump sum compensation of Rs.1 lakh for his wrongful termination. Hence this issue is decided accordingly.

Issues No.3, 4 and 5

15. The onus of proving these issues was on the respondents. The evidence on the case file clearly establish the relationship between respondent no.1 and respondent no.2, wrongful termination of the petitioner without any compliance of the Industrial Disputes Act, 1947. There is nothing to show that petitioner has suppressed the material facts from this court or was estopped by his act and conduct to file the claim petition. Respondents having raised the objection of non-joinder of necessary parties have not produced any evidence to show which necessary party was to be impleaded for just proper adjudication of the claim. Hence issues no. 3 to 5 are decided in the favour of the petitioner and against the respondents.

RELIEF

16. In view of my discussion on the issues no. 1 to 5 above, the claim petition succeeds and is partly allowed. The petitioner is held entitled for reinstatement with the respondent no.2 on the similar terms and also lump sum compensation of Rs.1 lakh for his wrongful termination. Parties are left to bear their costs.

17. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 6th day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala(H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 110/2020

Date of Institution : 21.11.2020

Date of Decision : 06.12.2025

Shri Pawan Kumar s/o Shri Mast Ram, r/o Village Sabanta, P.O. Lag, Tehsil Dadasiba, District Kangra, H.P. ..*Petitioner.*

Versus

1. Shri Ankush Katnoria, Manager, Link Futsal Safety Private Limited (High Security Registration Number Plate) Behind Income Tax Office Dharamshala, Charan Khad, P.O. Dari, Tehsil Dharamshala, District Kangra, H.P.

2. Shri Pankaj Madan, Nodal Officer, M/s Link Utsav Safety Private Limited, F-119, Mayapuri, Industrial Area, Phase-2, New Delhi. ..*Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Anuj Soni, Ld. Legal Aid Adv.

For Respondent No.1 : Already Exparte

For Respondent No.2 : Sh. Rakesh Bharti, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Joint Labour Commissioner:—

> "Whether the termination of services of Shri Pawan Kumar s/o Shri Mast Ram, r/o Village Sabanta, P.O. Lag, Tehsil Dadasiba, District Kangra, H.P. *w.e.f.* 09-03-2020 by (i) Shri Ankush Katnoria, Manager, M/S Link Futsal Safety Private Limited (High Security Registration Number Plate) Behind Income Tax Office, Dharamshala, Charan Khad, P.O. Dari, Tehsil Dharamshala, District Kangra, H.P. (ii) Shri Pankaj Madan, Nodal Officer, M/S Link Utsav Safety Private Limited, F-119, Mayapuri, Industrial Area, Phase-2, New Delhi, without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer/management?"

2. The brief facts as stated in the claim petition are that the respondents employed people from different Tehsils of District to provide service to make high security number plates to the registered vehicles. It is asserted that the petitioner was employed by respondent company as Technician employee code no. LU0180 location at RLA Dehra in SDM Office Dehra for making high security number plates since February, 2012 and the petitioner did his job with sincerity and hard work and the respondent company was satisfied with the work of petitioner and as such the petitioner had completed 240 days in each calendar year continuously for the period of eight years. In the month of March, 2020 petitioner along-with person were illegally terminated by the respondents without prior notices and without any reasons as well as respondent company had not paid salary since February, 2020 however as and when petitioner demanded his salary his services were terminated by the company. It is asserted that respondent had also not paid benefits given to the employees such as gratuity etc. to the petitioner. After the surprise termination of petitioner he asked about reason behind it but respondent did not give any satisfactory answer. It is asserted that the petitioner had spent his precious eight years with the company with complete dedication and hard work but respondent had thrown him out from job without any reason or prior notices. It is asserted that the petitioner had worked with the respondents since February, 2012 to March, 2020 but his services were terminated without complying with the provisions of Sections 25-F, 25-G, 25-

H and 25-N of the Industrial Disputes Act. It is asserted that petitioner's job was only source of livelihood for him and his family. It is asserted that the petitioner had approached the respondents several times regarding re-engagement but of no avail. It is asserted that respondents are still employing people at RLA Dehra. On witnessing the conduct and behaviour of the respondent, the petitioner had filed complaint against the respondents before Labour Inspector Kangra at Dharamshala was in vain. In view of the above submissions, it is prayed that termination of petitioner may be set aside and respondent be directed to reinstate the services of petitioner in continuity of service, seniority and full back wages along-with 12% interest and all other consequential benefits. It is also prayed that respondent may be directed to pay litigation costs of Rs.15000/-.

3. In reply to the claim petition filed on behalf of respondents preliminary objections qua maintainability, non-joinder of necessary parties, suppression of material facts, cause of action, estopple etc. have been raised. On merits, it is asserted that applicant/petitioner was appointed by M/s Link Utsav Pvt. Ltd. on project basis. The company M/s Link Utsav Ventures Pvt. Ltd. is a special purpose vehicles company incorporated on 31.10.2011 for specific and limited purpose. The company was created for a limited predefined purpose i.e. of implementation of High Security Registration Plates in the State of H.P. In the year 2011 the company entered into a limited period Concession Agreement with the State of H.P. for said purpose and applicant/petitioner was very well aware of the said contract and his service was availed for the said project only which was initially for a period of seven years but was extended thereafter uptil 30.6.2019 by the State of H.P. It is asserted that after the project ended on 30.6.2019 the work of the company came to an end and accordingly the services of applicant/petitioner were ended. Neither the company i.e. M/s Link Utsav Ventures Ltd. was doing any other project at that time nor doing any work now and all the facts were very much within the knowledge of applicant/petitioner and petitioner had concealed the same from the court. It is denied that the services of petitioner were terminated without complying with the provisions of the Industrial Disputes Act as the services of petitioner was completely on project basis. It is asserted that applicant/petitioner was made aware about the contractual nature of his employment at the time of his joining as well as closure of the project. Other averments made in the petition were denied and it is prayed that claim petition be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the services of the petitioner were illegally terminated by the respondents *w.e.f.* 09.03.2020 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged? ..*OPP*.

2. If issue No.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority, compensation and past service benefits as claimed? ..*OPP*.

3. Whether the petition is not maintainable, as alleged? ..*OPR*.

4. Whether the claim petition is bad for non-joinder of necessary parties, as alleged? ..*OPR*.

5. Whether the petitioner has not come to the Court with clean hands and has suppressed the material facts, as alleged? ..*OPRs*.

6. Whether the petitioner has no cause of action to file the present case? ..*OPRs*.

7. Whether the petitioner is estopped by his act and conduct to file the claim, as alleged? ..*OPRs*.

8. Whether the unit run by the respondents as a temporary nature? ..*OPRs*.

9. Relief.

6. The petitioner in order to prove his case has produced his affidavit Ext.PW1/A wherein he has reiterated the facts stated in the claim petition. He has also produced on record copy of letter dated 5.8.2020 Ext. PW1/B, copy of demand notice dated 5.8.2020 Ext. PW1/C, copy of minimum wage rate list Mark-A, copy of depositing of equipment's Mark-B & C and bank statement Ext. PW1/D. Learned Counsel for the petitioner has also produced on record copy of memorandum and article of association Ext. P1, copy of concession agreement Ext. P2, copy of letter dated 11.10.2011 Ext. P3, copy of letter dated 13.10.2011 Ext. P4, copy of letter dated 15.10.2011 Ext. P5, copy of letter dated 31.10.2011 Ext. P6, copy of letter dated 14.11.2011 Ext. P7, copy of certificate of resolution Ext. P8 and closed evidence on behalf of petitioner.

7. Respondents on the other hand have examined Shri Ankush Kumar s/o Shri Krishan Chand by way of his affidavit Ext. RW1/A. He has also produced on record copy of concession agreement Ext. RW1/B and copy of letter dated 20.12.2019 Ext. RW1/C.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	: Partly Yes
Issue No.2	: Decided accordingly
Issue No.3	: No
Issue No.4	: No
Issue No.5	: No
Issue No.6	: No
Issue No.7	: No
Issue No.8	: No
Relief.	: Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1 and 8

10. Both these issues are taken up together for the purpose of adjudication.

11. Petitioner Shri Pawan Kumar has deposed in his affidavit that he was engaged as a technician in February, 2012 bearing employee code No. LU0180 at RLA Dehra by respondents for preparing high security number plates. He has worked continuously for the period of eight years and completed 240 days of work in each calendar year. In the month of March, 2020 the services of petitioner along-with others were terminated without any notice without complying with the mandatory provisions of the Industrial Disputes Act, 1947. According to petitioner he had worked with respondents from February, 2012 to March, 2020 and his services were terminated in violation of the provisions of the Industrial Disputes Act by the respondents. The petitioner also deposed that he had completed eight years of service without any break and his services were terminated without assigning any reason. The matter was called for conciliation before Labour Inspector but the respondents did not file any reply nor put their presence before the Labour-cum-Conciliation Officer. Respondents no.1 and 2 have examined Shri Ankush Kumar as RW1 who has stated that the employer of the petitioner was M/s Link Utsav Ventures Private Limited and not the answering respondent. In his affidavit he has submitted that claim of petitioner is not maintainable against respondent as M/s Link Utsav Ventures Private Limited was incorporated on 31.10.2011 as special purpose vehicle in compliance with requirement of government of Himachal Pradesh for implementation of high security registration plates. The concession agreement dated 30.10.2011 was entered with the State of H.P. for limited period of seven years extended upto 30.6.2019. M/s Link Utsav Ventures Private Limited purely worked on project basis and on the completion of the concession agreement with State of H.P. the services of the petitioner also automatically came to an end on the expiry of the project on 30.6.2019. The company was asked by transport department to vacate RTO premises after completion of project. The petitioner was fully aware about the contractual nature of his employment and duly informed about the limited contract hence petitioner's allegation qua illegal termination was false and baseless. Learned counsel for the petitioner has submitted that M/s Link Utsav Ventures respondent no.1 is the same company which is now operating under name and style of respondent No.1 carrying out the similar function of production of high security number plates. Learned counsel for the respondent has however vehemently argued that M/s Link Utsav Ventures Private Limited was incorporated for a limited purpose for a limited period of time was does not exist anymore. Respondent no.1 is the company which is independently carrying out the work of preparation of number plates in State of H.P. and other numbers of plates whcih has no concern with M/s Link Utsav Ventures Private Limited.

12. It is pertinent to mention here that the dispute was raised by the petitioner and notice was issued to both the respondents. The respondents failed to appear before the Labour-cum-Conciliation Officer and accordingly as per reference made to this court notice was again issued to the respondents by this court though the notice was of separate address and authorized representative has appeared on behalf of the respondent No. 2 M/s Link Utsav Ventures Private Limited. Subsequently a common reply was filed on behalf of respondents. Respondent no.1 was proceeded exparte. This implies that respondents have appeared in the court and represented in the court together and have also authorised RW1 Shri Ankush Kumar as their witness to appear and depose on their behalf. The pleadings as well as the affidavit which has been produced on behalf of respondents also show contention raised by respondent no.1 as well as respondent no.2. It is time and again asserted that respondent no. 2 does not exist anymore and the services of petitioner automatic came to an end after expiry of concession agreement with the State of H.P. entered between the State of H.P. and M/s Link Utsav Ventures Private Limited.

13. RW1 Shri Ankush Kumar has admitted in his cross-examination that he is working as Manager in Rojmerta company since 2019. Earlier he had worked with M/s Link Utsav Ventures Private Limited as supervisor. He has admitted that petitioner is known to him and used to work with M/s Link Utsav Ventures Private Limited. He has admitted that M/s Link Utsav Ventures Private Limited had issued an employee code to the petitioner and he was receiving salary of Rs.4500/- per month along-with EPF and PPF. He has admitted that petitioner has worked

continuously till 2019 and added to it that company thereafter was closed. He has also submitted that 4 to 5 employees of M/s Link Utsav Ventures Private Limited are now working with Rojmerta Private Limited. He has denied that Rojmerta Private Limited have same address and are being run in the same building. However he admits that M/s Link Utsav Ventures Private Limited as well as Rojmerta Private Limited are carrying the same function of preparation of number plates. He has admitted that no notice or salary in lieu of notice was ever given to the petitioner before his termination. He has admitted that company had given a training to petitioner regarding preparation of number plates. He has not clearly admitted or denied but merely shown ignorance to the suggestion that the respondents are under an obligation to settle the claim of the petitioner. He has again reiterated that company has been closed however subsequently states that he has been authorized by company to make a deposition at its behalf. He has admitted that he has not produced any document to show that company does not exist anymore.

14. Learned counsel for the respondents has submitted that M/s Link Utsav Ventures Private Limited was formed an existed only for limited period and once the tender was stopped by the government of H.P. the company no longer operates. It is pertinent to mention here that the employment of petitioner with M/s Link Utsav Ventures Private Limited and his continuous employment till the year 2019 is not disputed by RW1 Shri Ankush Kumar. Shri Ankush Kumar appears to have deposed on behalf of respondents no.1 and 2 and is duly authorized by them. Considering the fact that the respondents no.1 and 2 have jointly appeared in the court jointly submitted reply as well as produced a witness who deposed in their favour it cannot be concluded that respondent no.1 has no concerned or link with respondent no. 2. It has been admitted by RW1 Shri Ankush Kumar that he has not produced any document to show that respondent no. 2 does not exist anymore. The oral as well as documentary evidence shows that the petitioner was employed by respondent no.1 continuously till 2019 which would also imply that he had worked for more than 240 days in each calendar year as this fact is not specifically disputed in the reply on behalf of respondents. Even if the concession agreement entered between M/s Link Utsav Ventures Private Limited and the Government of H.P. has ended after the end of contractual period there was no condition mentioned in the agreement Ext. R5 regarding the conditions of service of employee of M/s Link Utsav Ventures Private Limited. M/s Link Utsav Ventures Private Limited employing the workmen was under an obligation to comply with the provisions of the Industrial Disputes Act at the time of winding up its affairs regarding tender given to it by the Government of H.P. RW1 Shri Ankush Kumar has admitted that neither any notice or salary in lieu of notice period was ever given to the petitioner at the time of his termination. Considering the conduct of respondents no.1 and 2 at the time of presentation of the case before this court it can safely be concluded that they represented specific entity who was under an obligation to pay compensation for wrongful termination of the petitioner. There is no evidence to show that before terminating the services of petitioner there was a compliance of Section 25-F of the Industrial Disputes Act, 1947. The averments made in the claim regarding violation of Sections 25-G and 25-H of the Industrial Disputes Act are not proved by the petitioner. During oral as well as documentary evidence as no list of employees have been produced before this court. Thus it is proved that while terminating the services of petitioner respondents no.1 and 2 have not violated the provisions of Section 25-G and 25-H of the Industrial Disputes Act, 1947 hence issues no.1 and 8 are accordingly decided in the favour of the petitioner.

Issue No.2

15. It is proved from overwhelming evidence produced before this court that the respondents no.1 and 2 are the same entity with different names. The petitioner has established that while terminating his services the provisions of Sections 25-F of the Industrial Disputes Act, 1947 was violated. In these circumstances the petitioner is held entitled for reinstatement with the

respondent no. 2 on the similar terms and also lump sum compensation of Rs.1 lakh for his wrongful termination. Hence this issue is decided accordingly.

Issues No. 3, 4, 5, 6 and 7

16. The onus of proving these issues was on the respondents. The evidence on the case file clearly establish the relationship between respondent no.1 and respondent no. 2 and that the wrongful termination of the petitioner was without any compliance of the Industrial Disputes Act, 1947. There is nothing to show that petition is not maintainable and that petitioner has suppressed the material facts from this court or is estopped by his act and conduct to file the claim petition. Respondents having raised the objection of non-joinder of necessary parties but have not produced any evidence to show which necessary party was to be impleaded for just proper adjudication of the claim. Hence issues no. 3 to 7 are decided in the favour of the petitioner and against the respondents.

RELIEF

17. In view of my discussion on the issues no. 1 to 8 above, the claim petition succeeds and is partly allowed. The petitioner is held entitled for reinstatement with the respondent no.1 on the similar terms and also lump sum compensation of Rs.1 lakh for his wrongful termination. Parties are left to bear their costs.

18. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 6th day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala(H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 83/2021

Date of Institution : 13-7-2021

Date of Decision : 06-12-2025

Shri Arun Kumar s/o Shri Joginder Singh, r/o Ward No.09, Chobatta Mohalla, VPO Sujanpur Tihra, Tehsil Sujanpur Tihra, District Hamirpur, H.P. ..*Petitioner.*

Versus

1. The Nodal Officer, M/S Link Utsav Ventures Private Limited, F-119, Maya Puri, Industrial Area, Phase-2, New Delhi-110064 (Employer).

2. The State Head, M/S Rojmerta Private Limited, Near RTO Office, Dharamshala, District Kangra, H.P. ..*Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Ritu Bbala, Ld. Legal Aid Adv.

For Respondent(s) : Sh. Rakesh Bharti, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Joint Labour Commissioner:—

> "Whether the termination of services of Shri Arun Kumar s/o Shri Joginder, r/o Ward No. 09, Chobatta Mohalla, V.P.O. Sujanpur Tihra, Tehsil Sujanpur Tihra, District Hamirpur, H.P. during May, 2020 by (i) the Nodal Officer, M/S Link Utsav Ventures Private Limited, F-119, Maya Puri, Industrial Area, Phae-2, New Delhi-110064 (Employer), (ii) the State Head, M/S Rojmerta Private Limited, Near RTO Office, Dharamshala, District Kangra, H.P. without complying with the provisions of the Industrial Disputes Act, 1947, as alleged by the workman, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers?"

2. The brief facts as stated in the claim petition are that petitioner was engaged/appointed as a technician on 8.2.2012 and issued employee code bearing No. LU0202 by the respondent M/s Link Utsav Ventures on monthly salary of Rs.3881/- and company had increased salary of petitioner from Rs.3881/- to Rs.4700/- per month. It is asserted that respondent company had stopped to mark petitioner's presence from duty without any reason as and when he was present on duty. It is asserted that in the month of February, 2020 the services of petitioner were terminated by the respondent without giving notice or following the mandatory provision of the Industrial Disputes Act, 1947. The petitioner had worked with the respondent from 8.2.2012 upto February, 2020 and the services of petitioner were terminated without complying with the provisions of Sections 25-G, 25-H and 25-N of the Industrial Disputes Act. It is alleged that services of petitioner were terminated just to give benefits to others. The petitioner time and again visited the office of respondent with request to re-engage him but of no avail. It is asserted that the petitioner had completed more than nine years with the respondent company without any break but in February, 2020 the respondent company had suddenly terminated the service of petitioner. On 22.6.2020 the petitioner had sent a notice to respondent company regarding his grievance but no reply of the same was given by the respondent. Thereafter petitioner had approached the Conciliation Officer-*cum*-Labour Inspector on 9.7.2020, 19.8.2020, 23.10.2020 and 8.12.2020 but no reply to the same was filed by the respondent and they did not put their presence before the office of Conciliation Officer. It is asserted that the petitioner had performed his duty honestly and full dedication, despite that he (petitioner) was not given chance to express his version before ending/termination of services. No show cause notice was served upon the petitioner before his termination which was mandatory as per provision of the Industrial Disputes Act, 1947. It is alleged that termination of the petitioner was illegal, unjustified and against the provision of the Act and as such otherwise bad because the respondent had engaged another person in place of the petitioner. It is alleged that the services of

petitioner were terminated without following the provisions of Section 25 Clauses F, G and H of the Industrial Disputes Act, 1947 and the termination of petitioner was void ab-initio and illegal. It is prayed that order dated February, 2020 may be set aside and quashed and respondent be directed to re-engage the petitioner in his old place and post along-with all consequential service benefits as well as back wages from December, 2020 till his reengagement.

3. In reply to the claim petition filed on behalf of respondents preliminary objections qua maintainability, non-joinder of necessary parties, suppression of material facts, cause of action, estopple etc. have been raised. On merits, it is asserted that applicant/petitioner was appointed by M/s Link Utsav Pvt. Ltd. on project basis. The company M/s Link Utsav Ventures Pvt. Ltd. is a special purpose vehicles company incorporated on 31.10.2011 for specific and limited purpose. The company was created for a limited predefined purpose i.e. of implementation of High Security Registration Plates in the State of H.P. accordingly in the year 2011 the company entered into a limited period Concession Agreement with the State of H.P. for said purpose and applicant/petitioner was very well aware of the said contract and his service was availed for the said project only which was initially for a period of seven years but was extended thereafter uptil 30.6.2019 by the State of H.P. It is asserted that after the project was ended on 30.6.2019 the work of the company came to an end and accordingly the services of applicant/petitioner were also ended. Neither the company i.e. M/s Link Utsav Ventures Ltd. was doing any other project at that time nor doing any work now and all the facts were very much within the knowledge of applicant/petitioner and petitioner had concealed the same from the court. It is denied that the services of petitioner were terminated without complying with the provisions of the Industrial Disputes Act as the services of petitioner was completely on project basis. It is asserted that applicant/petitioner was made aware about the contractual nature of his employment at the time of his joining as well as closure of the project. Other averments made in the petition were denied and it is prayed that claim petition be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the respondents have illegally terminated services of the petitioner during May, 2020 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged? . .*OPP*.

2. If issue No.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority, past service benefits and compensation as claimed? . .*OPP*.

3. Whether the petition is bad for non-joinder of necessary parties, as alleged? . .*OPR*.

4. Whether the petitioner has not come to the Court with clean hands and has suppressed the material facts, as alleged? . .*OPR*.

5. Whether the petitioner is estopped by his own act and conduct to file the present claim petition? . .*OPR*.

Relief.

6. The petitioner in order to prove his case has produced his affidavit Ext. PW1/A wherein he has reiterated the facts stated in the claim petition. Learned Counsel for the petitioner

has also produced on record copy of notice dated 25.6.2020 Ext. P1, copy of notice dated 6.8.2020 Ext. P2, copy of letter dated 22.6.2020 Ext. P3, copy of attendance record Ext. P4, copy of concession agreement dated 15.11.2011 Ext. P5 and closed evidence on behalf of petitioner.

7. Respondents on the other hand have examined Shri Ankush Kumar s/o Shri Krishan Chand by way of his affidavit Ext. RW1/A. He has also produced on record copy of letter dated 20.12.2019 Ext. RW1/B.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	: Partly Yes
Issue No.2	: Decided accordingly
Issue No.3	: No
Issue No.4	: No
Issue No.5	: No
Relief.	: Claim petition is partly allowed per operative portionof the Award.

REASONS FOR FINDINGS

ISSUE

10. Petitioner Shri Arun Kumar has deposed in his affidavit that he was engaged as a technician on 8.2.2012 bearing employee code No. LU0202 by respondent M/s Link Utsav Ventures Private Limited on monthly salary of Rs.3881/- and thereafter from 2017 the company increased the salary of petitioner upto Rs.4700/- per month. In the month of February, 2020 his services were terminated without any notice without complying with the mandatory provisions of the Industrial Disputes Act, 1947. According to petitioner he had worked with respondents from 28.2.2012 to February, 2020 and his services were terminated in violation of the provisions of the Industrial Disputes Act by the respondents. The petitioner also deposed that he had completed nine years of service without any break and his services were terminated all of sudden by the respondent regarding which he gave notice to respondent company dated 22.6.2020. The matter was called for conciliation before Labour Inspector but the respondents did not file any reply nor put their presence before the Labour-cum-Conciliation Officer. Respondents no.1 and 2 have examined Shri Ankush Kumar as RW1 who has stated that the employer of the petitioner was M/s Link Utsav Ventures Private Limited and not the answering respondents. In his affidavit he has submitted that claim of petitioner is not maintainable against respondent as M/s Link Utsav Ventures Private Limited was incorporated on 31.10.2011 as special purpose vehicle in compliance with requirement of government of Himachal Pradesh for implementation of high security registration plates. The concession agreement dated 30.10.2011 was entered with the State of H.P. for limited period of seven years extended upto 30.6.2019. M/s Link Utsav Ventures Private Limited purely worked on project basis and on the completion of the concession agreement with State of H.P. the services of the petitioner also automatically came to an end on the expiry of the project on 30.6.2019. The company was asked by transport department to vacate RTO premises after completion of project. The petitioner was fully aware about the contractual nature of his employment and duly informed

about the limited contract hence petitioner's allegation qua illegal termination were false and baseless. Learned counsel for the petitioner has submitted that M/s Link Utsav Ventures respondent no.1 is the same company which is now operating under name and style of M/s Rojmerta Private Limited carrying out the similar function of production of high security number plates. Learned counsel for the respondent has however vehemently argued that M/s Link Utsav Ventures Private Limited was incorporated for a limited purpose for a limited period of time and does not exist anymore. M/s Rojmerta Private Limited is the company which is independently carrying out the work of preparation of number plates in State of H.P. and other number plates which has no concern with M/s Link Utsav Ventures Private Limited.

11. It is pertinent to mention here that the dispute was raised by the petitioner and notice was issued to both the respondents. The respondents failed to appear before the Labour-cum-Conciliation Officer and accordingly as per reference made to this court notice was again issued to the respondents by this court though the notice issued on separate address a common authorized representative has appeared on behalf of both the respondents and specifically on behalf of respondent no.1 M/s Link Utsav Ventures Private Limited. Subsequently a common reply was filed on behalf of respondents no.1 and 2. None of the respondents was proceeded exparte. This implies that respondents have appeared in the court and represented in the court together and have also authorised RW1 Shri Ankush Kumar as their witness to appear and depose on their behalf. The pleadings as well as the affidavit which has been produced on behalf of respondents also show contention raised by respondent no.1 as well as respondent no.2. It is time and again asserted that respondent no.1 existed anymore and the services of petitioner automatic came to an end after expiry of concession agreement with the State of H.P. entered between the State of H.P. and M/s Link Utsav Ventures Private Limited.

12. RW1 Shri Ankush Kumar has admitted in his cross-examination that he was working as Manager in Rojmerta company since 2019. Earlier he was worked with M/s Link Utsav Ventures Private Limited as supervisor. He has admitted that petitioner is known to him and used to work with M/s Link Utsav Ventures Private Limited. He has admitted that M/s Link Utsav Ventures Private Limited had issued an employee code to the petitioner and he was receiving salary of Rs.4500/- per month along-with EPF and PPF. He has admitted that petitioner has worked continuously till 2019 and added to it that company thereafter was closed. He has also submitted that 4 to 5 employees of M/s Link Utsav Ventures Private Limited are now working with Rojmerta Private Limited. He has denied that Rojmerta Private Limited has same address and is being run in the same building. However he admits that M/s Link Utsav Ventures Private Limited as well as Rojmerta Private Limited are carrying the same function of preparation of number plates. He has admitted that no notice or salary in lieu of notice was ever given to the petitioner before his termination. He has admitted that company had given a training to petitioner regarding preparation of number plates. He has not clearly admitted or denied but merely shown ignorance to the suggestion that the respondents are under an obligation to settle the claim of the petitioner. He has again reiterated that company has been closed however subsequently states that he has been authorized by company to make a deposition at its behalf. He has admitted that he has not produced any document to show that company does not exist anymore.

13. Learned counsel for the respondents has submitted that M/s Link Utsav Ventures Private Limited was formed an existed only for limited period and once the tender was stopped by the government of H.P. the company no longer operates. It is pertinent to mention here that the employment of petitioner with M/s Link Utsav Ventures Private Limited and his continuous employment till the year 2019 is not disputed by RW1 Shri Ankush Kumar. Shri Ankush Kumar appears to have deposed on behalf of respondents no.1 and 2 and is duly authorized by them. Considering the fact that the respondents no.1 and 2 have jointly appeared in the court jointly submitted reply as well as produced a witness who deposed in their favour it cannot be concluded

that respondent no.1 has no concerned or link with respondent no. 2. It has been admitted by RW1 Shri Ankush Kumar that he has not produced any document to show that respondent no.1 does not exist anymore. The oral as well as documentary evidence shows that the petitioner was employed by respondent no.1 continuously till 2019 which would also imply that he had worked for more than 240 days in each calendar year as this fact is not specifically disputed in the reply on behalf of respondents. Even if the concession agreement entered between M/s Link Utsav Ventures Private Limited and the Government of H.P. has ended after the end of contractual period there was no condition mentioned in the agreement Ext. R5 regarding the conditions of service of employee of M/s Link Utsav Ventures Private Limited. M/s Link Utsav Ventures Private Limited employing the workmen was under an obligation to comply with the provisions of the Industrial Disputes Act at the time of winding up its affairs on expiry of tender given to it by the Government of H.P. RW1 Shri Ankush Kumar has admitted that neither any notice or salary in lieu of notice period was ever given to the petitioner at the time of his termination. Considering the conduct of respondents no.1 and 2 at the time of presentation of the case before this court it can safely be concluded that they represented specific entity which is under obligation to pay compensation for wrongful termination of the petitioner. There is no evidence to show before terminating the services of petitioner there was compliance of Section 25-F of the Industrial Disputes Act, 1947. The averments made in the claim regarding violation of Sections 25-G and 25-H of the Industrial Disputes Act are not proved by the petitioner. In the oral as well as documentary evidence as no list of employees have been produced before this court. Thus it is proved that while terminating the services of petitioner respondents no.1 and 2 have not violated the provisions of Section 25-G and 25-H of the Industrial Disputes Act, 1947 hence issue no.1 is accordingly decided in the favour of the petitioner.

Issue No.2

14. It is proved from overwhelming evidence produced before this court the respondents no.1 and 2 are the same entity with different names. The petitioner has proved that while terminating his services the provisions of Sections 25-F of the Industrial Disputes Act, 1947 was violated. In these circumstances the petitioner is held entitled for reinstatement with the respondent no. 2 on the similar terms and also lump sum compensation of Rs.1 lakh for his wrongful termination. Hence this issue is decided accordingly.

Issues No.3, 4 and 5

15. The onus of proving these issues was on the respondents. The evidence on the case file clearly establish the relationship between respondent no.1 and respondent no. 2, wrongful termination of the petitioner without any compliance of the Industrial Disputes Act, 1947. There is nothing to show that petitioner has suppressed the material facts from this court or was estopped by his act and conduct to file the claim petition. Respondents having raised the objection of non-joinder of necessary parties have not produced any evidence to show which necessary party was to be impleaded for just proper adjudication of the claim. Hence issues no. 3 to 5 are decided in the favour of the petitioner and against the respondents.

RELIEF

16. In view of my discussion on the issues no. 1 to 5 above, the claim petition succeeds and is partly allowed. The petitioner is held entitled for reinstatement with the respondent no.2 on the similar terms and also lump sum compensation of Rs.1 lakh for his wrongful termination. Parties are left to bear their costs.

17. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 6th day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala, (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM**-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 103/2017

Date of Institution : 28.3.2017

Date of Decision : 06.12.2025

Shri Rakesh Kumar s/o Shri Sheru Ram, r/o Village Sujhani, P.O. Neuli, Tehsil Bhunter, District Kullu, H.P. ..*Petitioner*.

Versus

1. The Addl. Superintending Engineer (CS), Sainj Hydro-Electric Project, HPPCL, Sarabai, P.O. Bhunter, District Kullu, H.P.

2. Sh. Khem Raj (Contractor) s/o Shri Dilu Ram, r/o Village Najan, P.O. Thella, Tehsil & District Kullu, H.P. ..*Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Bimal Sharma, Ld. Adv.

For Respondent No.1 : Sh. D.S. Katoch, Ld. Adv.

For Respondent No.2 : Already exparte

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:—

"Whether the termination of the services of Shri Rakesh Kumar s/o Shri Sheru Ram, r/o Village Sujhani, P.O. Neuli, Tehsil Bhunter, District Kullu, H.P. by (1) The Addl. Superintending Engineer (CS), Sainj Hydro-Electric Project, HPPCL, Sarabai, P.O. Bhunter, District Kullu, H.P. (2) Shri Khem Raj (Contractor) s/o Shri Dilu Ram, r/o Village Najan, P.O. Thella, Tehsil & District Kullu, H.P. *w.e.f.* 31.01.2015 without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what

amount of back wages, seniority, past service benefits and amount of compensation the above aggrieved worker is entitled to from the above stated employers?"

2. The brief facts as stated in the amended claim petition are that the applicant/petitioner was engaged as workman by HPPCL in January, 2009 and he remained to work as workman till 31.1.2015. It is asserted that the services of petitioner were terminated without notice and he was not paid compensation in lieu of notice. It is asserted that the applicant/petitioner had completed 240 days of service in the preceding 12 calendar months and therefore termination in violation of Section 25 Clause F was illegal, arbitrary and against the principles of natural justice. It is asserted that the workman had worked in night from 5 PM to 9AM in the morning for first five years and thereafter he was deployed in day duty and worked during day till 31.1.2015. It is asserted that termination was not simplicitor but it was a colourable exercise of powers by the Executive Engineer because the then Executive Engineer had come to the applicant on 31.1.2015 and abused him in filthy language and as such when applicant had protested his services were terminated without assigning any reason. While terminating the services of the petitioner the respondent HPPCL had retained junior workmen to the petitioner and violated the provisions of Section 25 Clause G of the Industrial Disputes Act. It is asserted that the respondent also engaged new persons and termination of the services of the petitioner was hit by the provisions of Section 25 Clause H of the Act as the applicant was not given any offer to join service before engaging new persons. It is alleged that the termination of the services of applicant was illegal, void, arbitrary and out of extraneous reasons. It is asserted that the applicant is entitled for re-engagement along-with all benefits. It is asserted that the respondent no. 2 has no role regarding engagement of applicant and he was working since 2009 i.e. prior to the award of the contract to the respondent no.2 in the year 2014. It is therefore prayed that the reference petition may be allowed and termination may be held illegal and applicant may be ordered to re-engaged along-with all consequential benefits.

3. In reply to the claim petition filed on behalf of respondent no.1 it is asserted that the applicant was never engaged by HPPCL and as such question of termination of the services of applicant by HPPCL did not arise. It is asserted that the applicant was deployed by service providers/contractors in Sainj HEP against need based outsource as per terms and condtions of the award letter. It is asserted that the applicant was not an employee of HPPCL. It is asserted that since the applicant was neither employed by HPPCL nor he was on the roll of HPPCL hence the question of termination of his services by the Executive Engineer HPPCL does not arise. It is denied that Executive Engineer had abused the petitioner and used filthy language. It is asserted that performance and conduct of the petitioner was not good and he was habitual of remaining absent from duty and applicant misbehaved with the officers of HPPCL and the same was brought to the notice of Shri Khem Raj, Contractor by the Sr. Manager(CS) Sainj, HEP, HPPCL, Sarabai asking for his substitute. It is asserted that the applicant was employee of contractor Shri Khem Raj and the said contractor deployed other workmen against various requisite outsourced services. It is asserted that the disengagement of applicant by contractor Shri Khem Raj was strictly based on the poor performance of the applicant and had nothing to do with the seniority. Even the applicant had never sought any apology for his misbehaviour and misconduct at workplace. It is asserted that the services of applicant was deployed by contractor Shri Khem Raj against various requisite services as per award letter. It is asserted that the HPPCL had not engaged any new person in workmen category. It is asserted that the applicant was disengaged by his employer M/s Khem Raj, Contractor on the basis of his misconduct, poor performance of work as well as his misbehaviour. It is alleged that applicant had misrepresented the facts to grab undue benefits. It is again reiterated that the applicant was not an employee of HPPCL and he was disengaged from service by his employer Shri Khem Raj, Contractor.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether termination of the services of the petitioner *w.e.f.* 31.01.2015 by the respondents is/was illegal and unjustified as alleged? ..*OPP*.

2. If issue no.1 is proved in affirmative, what service benefits the petitioner is entitled to? ..*OPP*.

3. Whether the petition is not maintainable, as alleged? ..*OPR*.

4. Relief.

6. The petitioner in order to prove his case has examined one Shri Khem Raj s/o Shri Dilu Ram as PW1 by way of affidavit Ext. PW1/A. The petitioner in order to prove his case has produced his affidavit Ext.PW2/A wherein he has reiterated the facts stated in the claim petition.

7. Respondent No.1 on the other hand has examined Er. Om Swaroop Sharma, Sr. Manager (CS), Sainj HEP by way of his affidavit Ext. RW1/A. He has also produced on record copy of award letter Ext. RW1/B, contract agreement Ext. RW1/C, complaint Ext RW1/D, attendance sheets Ext. RW1/E & Ext. RW1/F.

8. I have heard the learned Counsel for the petitioner and learned Dy. D.A. for the respondent no.1 at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No.1	: Partly Yes
Issue No.2	: Decided accordingly
Issue No.3	: No
Relief.	: Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue

10. Petitioner Rakesh Kumar has deposed in his affidavit that he was engaged as workman by the respondent no.1 in January, 2009 and remained working till 31.1.2015. Respondent no.1 terminated his services without notice and compensation in lieu of notice. Petitioner has alleged the violation of the provisions of Section 25-F of the Industrial Disputes Act, 1947 by the respondent no.1.

11. Respondent witness Er. Om Swaroop Sharma, has however submitted that petitioner was not directly engaged by HPPCL but through service provider Shri Khem Raj respondent no.2. He was engaged as per term and conditions of award letter and contract agreement executed between respondent no.1 and contractor respondent no.2 *w.e.f.* 1.8.2014 to 31.3.2015.

12. While petitioner has alleged that respondent has abused him on duty and malafide terminated his services. RW1 Er. Om Swaroop Sharma has alleged that petitioner was habitual of remaining absent of duty and he also misbehaved with him while on duty. It was brought to the notice of employer/contractor Shri Khem Raj and he was asked to substitute this person as per Clause no.29 of the contract agreement between the parties. Petitioner being an employee of outsource contract there was no question of violation of Section 25-G of the Industrial Disputes Act by the respondent no.1. The contention of respondent no.1 that petitioner was an employee of service provider Shri Khem Raj is supported by document award letter Ext. RW1/B, contract agreement Ext. RW1/C and complaint Ext. RW1/D.

13. Shri Khem Raj who is also mentioned as a contractor in the present reference has however chosen to not to respond to the claim of the petitioner and he was proceeded exparte. The contractor however appeared as PW1 in support of the claim of the petitioner. He mentions that he was awarded contract work *w.e.f.* 1.8.2014 to 31.3.2015 and at the time of award of work petitioner along-with other workers was already working with HPPCL. He also states that petitioner was disengaged by respondent no.1 and not by him. According to him he had no role in engagement as well as disengagement of the workers. The attendance of the workers was also marked by HPPCL and petitioner was terminated in an illegal manner. In cross-examination he states that he is the contractor who provides the services on outsource basis to respondent no.1. It is important to peruse his statement recorded before this court "*it is correct that contract was allotted to me on 1.8.2014 to 31.3.2015. It is correct that I have not supplied even single workman to respondent. Self stated that workmen already working with the respondent. It is incorrect that I have providing the services of workman Rakesh Kumar on outsource basis in pursuance to the agreement referred above. Self stated he was already working with the respondent. I do not maintain any register and the name of the workman also marked by department. It is correct that commission was paid by the department on the workers supplied by him. Again stated that no commission was paid as per the contract. I do not remember the amount of contract. EPF supplied by us subject to EPF deduction. It is incorrect that petitioner was my workman and I supplied him on outsource basis with the respondent. It is incorrect that after receiving notice I have replaced the petitioner with another employee. Award letter was given to him by the department"*. It is also important to peruse statement of RW1 Shri Om Swaroop Sharma in cross-examination which is " *I cannot say that petitioner has started working since the year 2009. The contract was awarded to Shri Khem Raj on 28.7.2014.It is incorrect to suggest that employee was under control of the respondent. As per contract, disciplinary control upon the workmen was that of the respondent. No inquiry was conducted by the respondent. We have simply asked the contractor to take action against the workman. Since I have intimated the contractor that behaviour of the petitioner is not good therefore, he was replaced by another workman. Contractor has not intimated me by way of letter that he has terminated the services of the petitioner. No notice was served upon the petitioner for his absence. Simply his absence was marked by the contractor. I was head of the respondent office and there was no officer above me to control the affairs"*. The above statement of the principle employer and the contractor clarify the nature of relationship between respondent no.1 and respondent no.2. Petitioner was not appointed directly by the contractor but was working with respondent no.1 even before the engagement of contractor Shri Khem Raj. The letter was issued by respondent no.1 to disengage/replace the petitioner on the allegation of misconduct which led to the termination of the petitioner. The attendance on work place was also marked by respondent no.1 as is clear from Ext. PW1/E and Ext. PW1/D. The above facts imply that engagement of contractor was merely camouflage to avoid regular service of the petitioner and also to avoid labour law implication. It is hence established that the petitioner had infact worked on the directions given by the respondent no.1.

14. Petitioner has asserted that he had worked with the respondent no.1 from 2009. PW1 Shri Khem Raj also states that the petitioner was working long time back since his engagement as a

contractor. He has also denied that he had supplied petitioner on outsource basis and reiterated that petitioner was already with the respondent no.1. Petitioner has also alleged that he worked from the year 2009 till 31.1.2015 and completed 240 days of service preceding 12 months of his disengagement. In his cross-examination he has admitted that no appointment letter was issued to him by HPPCL. He has asserted that his wages were credited in his bank account but he could not produce any record of bank with regard to his wages. No suggestion has made to the petitioner nor it is specifically denied in the reply by respondent no.1 that petitioner has not completed 240 days of continuous service in 12 preceding months. No statement of this effect is made by RW1 Shri Om Swaroop Sharma also. Respondent no.1 has only produced attendance record of the petitioner pertaining the month of November and December, 2014 however the suggestion has been made to Khem Raj that no labour was supplied by him to respondent no.1 this statement coupled with any relative statement of petitioner regarding 240 days continuous service vindicates the stand of petitioner qua continuous service. The case of the petitioner that he was terminated by respondents no.1 and 2 without compliance of the provisions of Section 25-F of the Industrial Disputes Act. Shri Khem Raj in his statement has specifically submitted that one Bhag Chand was engaged immediately after the termination of the petitioner and it is also mentioned by RW1 Shri Om Swaroop Sharma that respondent no.1 had asked for the replacement of petitioner. It is clear that no disciplinary proceeding were undertaken against the petitioner by any of the respondent. Since new persons were engaged after the wrongful termination of the petitioner the petitioner has also established the violation of Section 25-H of the Industrial Disputes Act. Accordingly issue no.1 is partly decided in the favour of the petitioner.

Issue No.2

15. The petitioner has established in this case that he was working with respondent no.1 much prior to the engagement of contractor. Subsequently after November, 2014 he was employed through contractor as is evident from the document produced by respondent no.1. Thus the wrongful termination and disengagement of the petitioner and subsequent engagement of person in his place was done by respondent no.1 as well as respondent no.2. In these circumstances respondents no.1 and 2 are liable for the wrongful termination of the petitioner. Petitioner in these circumstances is held entitled for reinstatement with respondent no.1 on daily wage basis. Petitioner is also held entitled for lump sum compensation of Rs.1 lakh each from the respondent no.1 and respondent no.2 from the date of his illegal termination along-with interest @ 6% from the date of his illegal termination till the realization of the amount. Hence issue no.2 is decided accordingly.

Issue No.3

16. The onus of this issue was on the respondents. Respondent no.2 has not contested the claim of the petitioner but respondent no.1 has not been able to establish that respondent no.1 had no superintendence control over the services rendered by petitioner. It is proved from the overwhelming evidence that petitioner was engaged by respondent no.1 initially and subsequently through respondent no.2. Most important the disengagement of the petitioner was a consequence of letter given by respondent no.1 to replace his service without any disciplinary action. Thus the present claim is maintainable, hence issue no.3 is decided in the favour of the petitioner and against the respondents.

RELIEF

17. In view of my discussion on the issues no. 1 to 3 above, the claim petition succeeds and is partly allowed. Petitioner is held entitled for reinstatement with respondent no.1 forthwith on daily wage basis. Petitioner is also held entitled for lump sum compensation of Rs.1 lakh each from

the respondent no.1 and respondent no.2 from the date of his illegal termination along-with interest @ 6% from the date of his illegal termination till the realization of the amount. Parties are left to bear their costs.

18. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 6th day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala, (H.P.).

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-*cum*-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant	: Sh. Sikander Singh s/o Sh. Shakti Singh, r/o Village and Post Office Duleher, Ward No.3, Tehsil Haroli, District Una, H.P.
Respondent(s)	: The General Manager, M/S Bector Food Specialities Ltd., Plot No.13, Industrial Area 1&2, Tahliwal, District Una, H.P.

Number of proceedings of the

Labour Court-cum-Industrial

Tribunal, Dharamshala. : 64/2020

Present:—

Applicant	: Sh. Rakesh Sharma, Ld. AR
Respondent(s)	: Sh. Sanjeev Gupta, Ld. Adv.

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The parties have entered in a compromise and the matter has been settled between the parties for a sum of Rs.2,25,000/- *vide* separate statement of petitioner recorded on 30.10.2025 wherein he has stated that he has settled the matter with the respondent and respondents agreed to pay Rs.2,25,000/- for full and final settlement of the dues and as he agreed and there shall be nothing due towards the respondent. The statement of Shri Rajbir Singh, Manager HR c/o M/S Bector Food Specialities Limited, Plot No.13, Industrial Area Tahliwal, District Una, H.P. has also recorded on 30.10.2025 wherein he has stated that above mentioned amount i.e. Rs.2,25,000/- shall be paid to the workman by way of Cheque within 30 days towards dues of the petitioner and he also admitted the statement of the petitioner. The statement of Shri Rakesh Sharma, Ld. AR for the petitioner has also recorded on 13.12.2025 before the Bench of National Lok Adalat wherein he has stated that petitioner Shri Sikandar Singh s/o Shri Shakti Singh, r/o Village and Post Office Duleher, Ward No.3, Tehsil Haroli, District Una has received full and final payment from respondent company i.e. Rs.2,25,000/- *vide* Cheque No.14422970 of ICICI Bank. In view of statements of both the parties recorded on 30.10.2025, the claim petition/reference is disposed of accordingly. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Dr. Rashmi Ramaul)

Judicial Officer
(Parveen Chauhan)

Announced:
Date: 13.12.2025

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-*cum*-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Jashpal Singh s/o Shri Dalip Singh, r/o Village Gurkotha, Tehsil Balh, District Mandi, H.P.

Respondent(s) : (i)The President, Gurudwara Prabandha Committee, Paddal Gurdwara, Paddal,Tehsil Sadar, Mandi, District Mandi, H.P.

(ii)The President, Kar Seva Killa Anandgarh Sahib, Shri Anandpur Sahib, District Ropar, Punjab.

(iii) The Chairman, Kar Seva Baba Labh Singhji, Shri Anandpur Sahib, District Ropar, Punjab.

Number of proceedings of the

Labour Court-cum-Industrial

Tribunal, Dharamshala. : 107/2020

Present:-

Applicant : Ms. Sapna Thakur, Adv. vice

Respondent(s) : Sh. Vijay Kaundal, Ld. Adv. Vice

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:

The parties have entered in a compromise and the matter has been settled between the parties for a lump sum of Rs.50,000/- *vide* separate statement of Shri Joginder Singh, President Gurudwara Prabandhak Committee, Gurudwara Shri Guru Gobind Singh Ji Paddal Distt. Mandi, H.P. on behalf of respondents recorded on 13.11.2025 wherein he has stated that respondents has settled the matter with the petitioner and agreed to pay lump sum of Rs.50,000/- for the claim and respondents ready to pay the said amount to the workman/petitioner within 02 days. The statement of petitioner Shri Jashpal has also recorded on 13.11.2025 wherein he has stated that he agreed to compromise the matter on the above terms. In view of statements of both the parties recorded on 13.11.2025, the claim petition/reference is disposed of accordingly. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member **Judicial Officer**
(Dr. Rashmi Ramaul) **(Parveen Chauhan)**

Announced:

Date: 13.12.2025

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-*cum*-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Kamaljeet s/o Sh. Jagdish Ram, r/o VPO Thathal, Tehsil Amb, District Una, H.P.

Respondent(s) : The Factory Manager/Employer, M/S Tehsil Amb, District Una, H.P.

Number of proceedings of the

Labour Court-cum-Industrial

Tribunal, Dharamshala. : 83/2022

Present:—

Applicant : Sh. Rajinder Singh, Ld. Adv.

Respondent(s) : Sh. Vijay Kaundal, Ld. Adv.

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:

The parties have entered in a compromise and the matter has been settled between the parties for a sum of Rs.70,000/- *vide* separate statement of Shri Kartar Chand, General Manager, M/s Himachal Textile Park Limited (respondent) recorded on 7.11.2025 wherein he has stated that respondent company has settled the matter with the petitioner and agreed to pay Rs.70,000/- for full and final settlement in all claims and company is ready to pay the said amount to the workman by way of Bank Draft within 45 days. The statement of petitioner Kamaljeet has also recorded on 7.11.2025 wherein he has stated he agreed to compromise the matter on the above terms. The statement of petitioner has also recorded on 13.12.2025 before the Bench of National Lok Adalat wherein he has stated that he has received full and final payment of Rs.70,000/- *vide* Bank Draft No.591597 dated 27.11.2025 of Punjab National Bank. In view of statements of both the parties recorded on 7.11.2025 and 13.12.2025, the claim petition/reference is disposed of accordingly. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Dr. Rashmi Ramaul)

Judicial Officer
(Parveen Chauhan)

Announced:

Date: 13.12.2025

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM**-*IN*DUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 26/2024

Date of Institution : 24.6.2024

Date of Decision : 17.12.2025

Shri Rajneesh Kumar s/o Shri Hari Chand, r/o VPO Chanour, Tehsil Dadasiba, District Kangra, H.P. ..*Petitioner.*

Versus

1. The Managing Director, M/s Vehant Technologies Private Limited, B-73, Sector-59, Noida, UP (Corporate Office)

2. The General Manager, M/s Vehant Technologies Private Limited, Plot No.7&8, Industrial Area, Phase-II, Gagret, Tehsil Amb, District Una, H.P. (Work Office)

..*Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rajinder Singh, Ld. Adv.

For Respondent(s) : Sh. Vaibhav Manocha, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner.

> "Whether demand raised by Shri Rajneesh Kumar S/O Shri Hari Chand, R/O V.P.O. Chanour, Tehsil Dadasiba, District Kangra, H.P. Regarding transfer of his services *w.e.f.* 07.11.2022 from Gagret Unit to Noida Unit by (i) the Managing Director, M/S Vehant Technologies Private Limited, B-73, Sector-59, Noida, UP (corporate office) (ii) the General Manager, M/S Vehant Technologies Private Limited, Plot No.7&8, Industrial Area, Phase-II, Gagret, Tehsil Amb, Dsitrict Una, H.P. (work office), is legal and justified? If not, what kind of service benefits, financial relief and other benefits including compensation the workman is entitled to from the employer under the Industrial Disputes Act, 1947?"

2. The brief facts as stated in the claim petition are that petitioner was appointed as technician on 17.6.2017 in Vehant Technologies Pvt. Ltd. in their manufacturing unit at Gagret, Tehsil Ghanari, District Una, H.P. and issued employee code bearing No.0022 by the respondent. It is asserted that the petitioner had given his services to the respondents at their unit Gagret *w.e.f.* 17.6.2017 till 7.11.2022 and worked with full honesty as technician and thereafter petitioner was promoted as Senior Technician in April, 2022 and he joined the services in the company of respondents on monthly salary basis of Rs.7500/- per month and thereafter his salary was increased by the company from time to time and as such the petitioner was drawing salary of Rs.17,408/- per month. It is asserted that the official of respondent had orally assured the petitioner regarding no change of services place from Gagret to anywhere else as petitioner used to visit his native village every day. It is asserted that petitioner was not in a position to join any other unit which was far away from his house and only due to this reason he had joined the services of respondent at Gagret unit situated at Tehsil Ghanari, District Una, H.P. It is asserted that the petitioner had completed more than five years of services with the respondents however suddenly on dated 7.11.2022 his working place was reallocated by the respondent company and as such petitioner was not in a position to join at Noida keeping in view the ailing health of his old aged parents. It is asserted that the petitioner had requested number of time to the respondent for cancellation of his relocation order and allow him to continue his service with the respondents at their Gagret Unit but of no avail. On 21.11.2022 petitioner had issued legal notice to the respondents no.2 and 3 requested them to release the entire monetary benefits for the service period of more than five years and legal notice was duly served upon the respondents no.2 and 3. However after few days the petitioner has received wrong, incorrect, false and frivolous reply of legal notice given by the respondent. However in reply dated 25.11.2022 the respondent has asked the petitioner to provide all the paper formality so all the monetary benefits including gratuity and bonus could be released as per policy of the company. The petitioner had visited the respondents along-with all relevant documents but

thereafter the respondent had not released entire monetary benefits including gratuity, bonus lump sum monetary relief and benefits to the petitioner. The consent required for transfer was not taken by respondent company. No one month's notice was served upon the petitioner by the respondents. It is prayed that the order dated 7.11.2022 of reallocation may be quashed and set aside and respondents may be directed to allow the petitioner to keep continue his services with the respondent at their Gagret Unit. The respondents may be directed to pay compensation and litigation expenses to the tune of rupees one lakh as well as other consequential benefits.

3. In reply to the claim petition respondent has raised preliminary objections qua lack of jurisdiction, maintainability etc. On merits, it is admitted that petitioner was employed as a Technician with respondent company at Gagret Unit on 17th June, 2017 and was promoted to the position of Senior Technician in April, 2022 and petitioner was well aware of and agreed to the terms of his employment including transfer clause which permitted the respondent to transfer him to any of its units. His promotion and salary increments were based on his performance and as per policy of the company. It is denied that the petitioner was given any verbal assurance that he would remain permanently stationed at Gagret unit as the transfer clause in his employment contract provides otherwise. The respondent reiterated that petitioner's appointment letter clearly stated that his service could be transferred at the sole discretion of the management and petitioner's choice to join Gagret Unit based on proximity to his residence was the personal decision and respondent bears no responsibility for such personal consideration. It is asserted that the petitioner was transferred to Greater Noida Unit in September, 2022 *w.e.f.* November 7, 2022 in accordance with the transfer clause in his employment contract and the petitioner's subsequent absence without leave and failure to comply with lawful order resulted in disciplinary action. Notices were issued on November 5, 2022 and November 17, 2022 unheeded by the petitioner reflected his lack of interest to resume duty. It is denied that the petitioner was entitled to any monetary benefits in the manner claimed. It is reiterated by the respondent that petitioner must formally resign for any service benefits such as gratuity to be released as per Payment of Gratuity Act, 1972. It is specifically denied that respondent was required to obtain petitioner's consent or issue one month's notice prior to transfer and the same was not required. It is denied that the respondent had violated any rules or provisions of the Industrial Disputes Act, 1947 as his transfer was made as per policy of the company. Other averments parawise made in the petition were denied and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the demand raised by the petitioner regarding transfer of his service *w.e.f.* 07.11.2022 from Gagret Unit to Noida Unit by the respondents is legal and justified, as alleged? ..*OPP*.

2. If issue No.1 is proved in affirmative, to what service benefits, financial relief and other benefits including compensation the workman are entitled to from the employer under the Industrial Disputes Act 1947, as claimed? ..*OPP*.

3. Whether the claim petition is not maintainable, as alleged? ..*OPR*.

Relief.

6. The petitioner in order to prove his case has produced his affidavit Ext.PW1/A wherein he has reiterated the fact stated in the claim petition. He has also produced on record copy of letter of appointment dated 18.12.2017 Ext. PW1/B, copy of promotion letter dated 28.4.2022 Ext. PW1/C, copy of appraisal letter dated 28.4.2022 Ext. PW1/D, copy of reply to demand notice dated 3.4.2023 Ext. PW1/E.

7. Respondent on the other hand has examined Shri Nishank Awasthi, Manager (CS & Legal), M/s Vehant Technologies Pvt. Ltd by way of his affidavit Ext. RW1/A. He has also produced on record copy of appointment letter Mark RX1, copy of email dated 9.8.2024 Mark-RX2 and authority letter dated 2.8.2024 Ext. RW1/B.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	: No
Issue No.2	: Decided accordingly
Issue No.3	: Yes
Relief.	: Claim petition is dismissed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No.1 and 2

10. Both these issues are taken up together for the purpose of adjudication.

11. Petitioner Rajneesh Kumar has stated in his affidavit that he was appointed as technician on 17.6.2017 in Vihant Technologies Private Limited at their manufacturing unit at Gagret, Tehsil Ghanari, District Una, H.P. and he continued in service w.e.f. 17.6.2017 to 7.11.2022 as technician with full honesty and dedication. He was promoted as Senior Technician in April, 2022. Petitioner joined the services of the company of respondents for monthly salary of Rs.7500/- and increased the salary of petitioner after April, 2022 petitioner was drawing Rs.17,408/- per month . At the time when he joined the services of respondents the official of the respondents verbally assured the petitioner that there would not be any change in service from Gagret to anywhere else. The petitioner hence used to visit his native village everyday and able to look after the old parents as well as to attend household work. He was not in a position to work in any other unit far from his house. He continued to work with respondents for more than five years without any break however on 7.11.2022 suddenly respondents reallocated the working place of petitioner at Noida. The petitioner was not in a position to join at Greater Noida keeping in view ailing health of his old parents. Parents were in a weak condition so petitioner number of times requested the respondents to cancel his relocation and continue his service at Gagret. The respondents did not bother to the request made by petitioner and accordingly petitioner had sent legal notice dated 21.11.2022. According to petitioner the respondents could not have transferred the petitioner at any other place without his consent without one month's notice in advance. The petitioner prayed that he may be allowed to continue his service at unit of respondents at Gagret. His transfer be declared null and void and he be granted consequential benefits.

12. Respondents have examined Shri Nishank Awasthi who has stated in his affidavit that the terms of appointment of petitioner clearly stipulated that petitioner's service was liable to be transferred at the sole discretion of the management of the company department, section, sister concern or units anywhere in India or abroad. These conditions were duly accepted by the petitioner at the time of his joining. In accordance with the operational requirements and after following due process the petitioner was transferred from Gagret to Greater Noida Unit *vide* communication dated 20.9.2022 directing him to join at Greater Noida unit w.e.f. 7.11.2022. The petitioner instead of complying with the said order failed to report at Greater Noida unit and accordingly notice was issued to him regarding his absence on dated 5.11.2022. Another communication dated 17.11.2022 qua absence of duty was also issued to the petitioner but he failed to respond. It is alleged by him that by petitioner's conduct and failure to report at transferred location he abandoned his service and there was no unlawful termination of the petitioner. Respondents have also produced on record copy of appointment letter Mark-RX1, email dated 9.8.2024 Mark-RX2, authority letter dated 2.8.2024 Ext. RW1/B. Learned Counsel for the petitioner has submitted that the original appointment letter has not been produced in the court by the respondents however the petitioner in his cross-examination has admitted that his appointment was carried out by the company on 18.2.2017 and appointment letter was issued to him which was accepted by him. He also admitted that appointment letter Clause No.13 clearly provided that his services were transferable throughout India or at any other place. He has admitted that he had not given written objection against terms of appointment letter. He has asserted that he has orally told the respondents about his contention. As pointed out by the learned Counsel for the respondents there is no oral and documentary evidence to support the contention of the petitioner that at the time of his appointment he was assured that his services would not be transferred at any other place from Gagret. He has also admitted that the letter of appointment was produced on record by petitioner himself Ext.PW1/B and he had admitted that para 9 of Ext. PW1/B provides that if he remained absent from duty without any intimation he was not entitled for any damages and compensation. He admitted that relocation letter Ext. R2 was given by the respondents *vide* the said relocation letter he was transferred to Plot No.27, Ecotech 12, Greater Noida and asked to join till 7.11.2022. He admits *vide* relocation letter the company had given a reason for his transfer as shortfall of skill resources at Greater Noida. He also admits that respondents had informed him that he was not being demoted but he continued the same work at Greater Noida. He also admitted that the company was ready to give hike of 25% in salary on his transfer. His last drawn salary was Rs.17,408/- and was being given 40% hike on his last drawn salary. Subsequently he has stated that he had personal problem due to which he refused to go to Noida. He has admitted that 3-4 other employees were relocated by the company at Greater Noida with 25% hike in their salary. He has admitted that he had not joined at Greater Noida due to his personal circumstances and this had nothing to do with the company. He has also admitted that after 7.11.2022 he had not reported to work and did not present any leave application to the respondents. He has also admitted that company has never terminated him and due to his personal reason he has not joined at Greater Noida. RW1 Nishank Awasthi has admitted that petitioner had worked with company for 240 days continuously however he asserted that relocation was in terms of appointment letter issued to the petitioner. Though he has admitted that Greater Noida location the cost of living expensive was more expensive than Gagret. He has denied that the petitioner could not support his family with the amount of salary hike given by the respondents after relocation. The Hon'ble High Court of H.P. in **Ramesh Kumar vs. Food Corporation of India, 2013 LLR 709** has laid down the following criteria regarding the transfer of employee by the management as follows:—

> "In view of the above, the legal position on the issue of transfer can be summarized as under:- (1) Transfer is a condition of service.
>
> (2) It does not adversely affect the status or emoluments or seniority of the employee.

(3) The employee has no vested right to get a posting at a particular place or can choose to serve at a particular place for a particular tenure.

(4) It is within the exclusive domain of the employer to determine as to at what place and for how long the services of a particular employee are required.

(5) Transfer order should be passed in public interest or administrative exigency, and not arbitrarily or for extraneous consideration or for victimization of the employee nor it should be passed under political pressure.

(6) There is a very little scope of judicial review by the Court / Tribunal against the transfer order and the same is restricted only if the transfer order is found to be in contravention of the statutory Rules or mala fides is established.

(7) In case of mala fides, the employee has to make specific averments and should prove the same by adducing implacable evidence.

(8) The person against whom allegation of male fide is alleged is to be impleaded as a party by name.

(9) Transfer policy or guidelines issued by the State or employer does not have any statutory force as it merely provides for guidelines for the understanding of the Departmental personnel.

(10) The Court does not have a power to annul the transfer order only on the ground that it will cause personal inconvenience to the employee, his family members and children as consideration of this issues fall within the exclusive domain of the employer.

(11) If the transfer order is made in mid-academic session of the children of the employee, the Court / Tribunal cannot interfere. It is for the employer to consider such a personal grievance".

"14. The Hon'ble Supreme Court in State of Haryana & Ors., versus Kashmir Singh & Anr., (2010) 13 SCC 306, has observed that the Court should not interfere with purely administrative matters except where absolutely it is necessary on account of violation of any fundamental or other legal right. The Hon'ble Supreme Court has also reiterated the law in Registrar General, High Court of Judicature of Madras versus R.Perachi & Anr., (2011) 12 SCC 137, by observing that transfer is an incident of service and if transfer is made on administrative grounds and judicial review is limited and the High Court has not to interfere with the transfer lightly".

13. The Hon'ble Supreme Court in **The Tamil Nadu Agricultural University & Anr. vs. R. AGILA ETC.** in **Special Leave of Appeal (Civil) Nos. 13070-13075 of 2022** has held in paras no.3,4 and 7 as follows:—

"3. It is established as a part of service law jurisprudence that transfer is an exigency of service. As such, when a person becomes an employee of the Government, the incidence of transfer becomes inherent in the terms of service unless it is specially barred under certain provisions governing conditions of service

4. Under such terms and conditions of service, an employee has no right to remain absent or refuse to join the new place of transfer once relieved from their current place of posting.

The employee is entitled to avail all available remedies for redressal of grievances, but it does not entitle them to not comply with the transfer orders. The employee is well within his rights to join the transferred place of posting and still continue to avail the remedies available under the law for redressal of his grievances against the transfer.

7. We also find it relevant to quote here a judgment of this Court on the same subject in Tushar D. Bhatt v. State of Gujarat, (2009) 11 SCC 678

"16. The legal position has been crystallised in a number of judgments that transfer is an incidence of service and transfer are made according to administrative exigencies.

17. In the instant case, in the entire tenure of more than 18 years, the appellant was only transferred twice. The appellant's transfer order cannot be termed as mala fide. The appellant was not justified in defying the transfer order and to level allegations against his superiors and remaining unauthorisedly absent from official duties from 11-10-1999 to 27.4.2000 i.e. more than six months. In the interest of discipline of any institution or organization such an approach and attitude of the employees cannot be countenanced.

18. In Gujarat Electricity Board v. Atmaram Sungomal Poshani [(1989) 2 SCC 602: 1989 SCC (L&S) 393: (1989) 10 ATC 396: AIR 1989 SC 1433] this Court had an occasion to examine the case of almost similar nature. This Court observed as under:

"4. ....Transfer from one place to other is necessary in public interest and efficiency in the public administration. Whenever, a public servant is transferred he must comply with the order but if there be genuine difficulty in proceeding on transfer it is open to him to make representation to the competent authority for stay, modification or cancellation of the transfer order. If the order of transfer is not stayed, modified or cancelled the public servant concerned must carry out the order of transfer. In the absence of any stay of the transfer order a public servant has no justification to avoid or evade the transfer order merely on the ground of having made a representation, or on the ground of his difficulty in moving from one place to the other. If he fails to proceed on transfer in compliance with the transfer order, he would expose himself to disciplinary action under the relevant rules, as has happened in the instant case. The respondent lost his service as he refused to comply with the order of his transfer from one place of the other".....

14. Similarly Hon'ble Supreme Court in **U.P. Singh vs. Punjab National Bank, 2024 LLR 119** has held in para 10 as follows:—

"10. A person aggrieved by the order of transfer cannot sit at home and decide on his own that the order is illegal or erroneous and he will not comply with the same. If the workman had any grievance, he could have availed of his remedy available against the same; otherwise, he was duty-bound to comply with the same. Failure to avail of any remedy also would mean that he had accepted the order and was duty-bound to comply with the same. At a later stage, he could not take a plea that the order being erroneous, no consequence would follow for its non-compliance".

15. In these circumstances of the present case the fact that petitioner was appointed on the basis of appointment letter Ext. PW1/B is not disputed. Clause 13 of the said appointment letter clearly produced that the services of the petitioner were liable to be transferred as sole discretion of the management in such sole discretion of the management to any other department/section, branch, site or its associates, sister concerns or subsidiary at any place of India or abroad where

existing on that day or as day come and day in future. The petitioner has not denied the said document being executed by him and the acknowledgment made by him at the time of his appointment. As already mentioned above there is no oral and documentary evidence to support the contention of the petitioner that he was assured otherwise by the officials of the company that his services would not be subject to transfer. The petitioner has conceded in his cross-examination that his transfer was carried out by respondents in accordance with the provisions of law and the rules however he is unable to join at Greater Noida due to his personal reason. The petitioner has not been able to establish any malafide on behalf of the company officials in his relocation order. There is nothing to show that the company intended to force his exit or change the terms and conditions of his services by means of its relocation. Other employees have also joined at Greater Noida unit on hike of salary which is less on then the hike which was being offered to the petitioner. In these circumstances the petitioner was transferred in view of law, standing orders, policy and the conditions of his appointment. Accordingly demand raised by the petitioner in this regard is not maintainable and the petitioner is not entitled to any relief as prayed by him. Issues no.1 and 2 are accordingly decided in the favour of respondents.

Issue No.3

16. The onus of proving this issue was on the respondents. Respondents have proved from oral as well as documentary evidence that transfer of petitioner was due to administration reason and due to the fact that segment in which petitioner was working in Gagret was now been operated at Noida Unit. Thus the preent claim petition is not maintainable.

RELIEF

17. In view of my discussion on the issues no. 1 to 3, the claim made on behalf of the petitioner is not maintainable and the same is dismissed. However petitioner shall be at liberty to receive his gratuity and other amounts which are due at the time of his transfer and he shall also be at liberty to join at new place of transfer forthwith. Parties are left to bear their costs.

18. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 17th day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala, (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 25/2024

Date of Institution : 24-6-2024

Date of Decision : 17-12-2025

Shri Kishor Kumar s/o Shri Hari Chand, r/o VPO Chanour,Tehsil Dadasiba, District Kangra, H.P. ..*Petitioner.*

Versus

1. The Managing Director, M/s Vehant Technologies Private Limited, B-73, Sector-59, Noida, UP (Corporate Office)

2. The General Manager, M/s Vehant Technologies Private Limited, Plot No.7&8, Industrial Area, Phase-II, Gagret, Tehsil Amb, District Una, H.P. (Work Office) ..*Responents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Vijay Kaundal, Ld. Adv.

For Respondent(s) : Sh. Vaibhav Manocha, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:—

> "Whether demand raised by Shri Kishor Kumar s/o Shri Hari Chand, r/o V.P.O. Chanour, Tehsil Dadasiba, District Kangra, H.P. Regarding transfer of his services w.e.f. 07.11.2022 from Gagret Unit to Noida Unit by (i) the Managing Director, M/S Vehant Technologies Private Limited, B-73, Sector-59, Noida, UP (corporate office) (ii) the General Manager, M/S Vehant Technologies Private Limited, Plot No.7&8, Industrial Area, Phase-II, Gagret, Tehsil Amb, District Una, H.P. (work office), is legal and justified? If not, what kind of service benefits, financial relief and other benefits including compensation the workman is entitled to from the employer under the Industrial Disputes Act, 1947?"

2. The brief facts as stated in the claim petition are that the post of electrician in respondent establishment was lying vacant and the petitioner was in continuous communication with respondents official to engage him as electrician and he had received message from official of respondents to meet with Mr. Amit Goyat at Goyal Hospital Hoshiarpur, Punjab for interview to the post of electrician. It is asserted that on 31.1.2007 the petitioner had appeared for interview before Shri Amit Goyat for his interview and after verifying his academic and technical education documents petitioner was selected for the post of electrician and he was directed to report for duty to Mr.Anup Sharma at Jaswal House, Gagret, Tehsil Amb, District Una, H.P. It is asserted that the petitioner had reported for his duty to Manager, M/s Kritikal Secure Scan w.e.f. 7.2.2007 to the post of electrician and his salary was fixed Rs.3500/- per month however the said company had not given him appointment letter at the time of joining as well as no terms and conditions were settled with him and the petitioner continued to discharge his duties till 2.9.2009. On 2.9.2009 the petitioner was designated as Technician Production *vide* verbal order and he continued the work under the supervision of Plant Manager as on 31.3.2016. It is asserted that during period from 7.2.2007 to 31.3.2016 the work and conduct of the petitioner was satisfactory upto the mark and he had not given chance for any complaint to the plant managerof M/s Kritikal Secure Scan Gagret, Amb as well as the petitioner had not received any show cause notice and charge-sheet from the plant manager against his misconduct. It is asserted that petitioner had continuously worked and

completed 240 days in each and every calendar year w.e.f. 2.7.2007 to 7.11.2022 and the duty of petitioner is covered under the definition of continuous service within the meaning of Section 25-B of the Industrial Disputes Act, 1947. Surprisingly, the petitioner had received email from Shri Amit Rawat, Senior Manager (HR) of the respondent company Noida on 24.9.2022 regarding reallocation of the services of petitioner from Gagret to Noida Unit. It is asserted that the petitioner had given reply to relocation letter/email and mentioned that he is ready for relocation to Greater Noida subject to minimum salary of Rs.45000/- plus, accommodation and transportation cost by the company. Thereafter petitioner had received relocation letter from HR department, corporate office Noida wherein respondent/management had agreed to pay additional monthly relocation allowance of Rs.8000/- per month. It is asserted that during service tenure till 2022 the petitioner was deputed from time to time by the Plant Manager to Noida Unit for repair of machines and during the deputation period the petitioner was provided accommodation and transport as well as foods thrice a day by the respondent/company. It is alleged that the Sr. Manager-HR of the company had not increased the salary of petitioner @ Rs.45000/- per month as demanded by the petitioner and the petitioner was informed that the company is not ready to pay him salary of Rs.45000/- per month due to this reason petitioner had not joined his duties. It is asserted that petitioner had requested the Sr. Manager-HR of respondent/company to allow him to perform duty at Gagret unit in future but of no avail. The petitioner had received notice for absence from duty *vide* letter dated 17.11.2022 from HR Department Corporate Office Noida to resume duty at Greater Noida or to submit reply by 21.11.2022 thats why company shall not take strict disciplinary action against him for his absence from duty. It is asserted that respondent company had not allowed the services of petitioner at Gagret unit and no show cause notice was served upon him as per rule of Industrial Employment Standing Order Act, 1946 as well as no charge-sheet was given to him. No domestic inquiry was conducted against the petitioner regarding his absence from duty and as such without compliance of the same the respondent had violated the principle of natural justice. On 21.11.2022 petitioner had issued legal notice to the respondents company. Reply dated 25.11.022 to the legal notice was given by authorized secretarial department of the respondent company to the petitioner as well as Advocate Sh. Dinesh Rajial on behalf of Harpreet Singh Amit Manager of company. The petitioner has raised demand notice dated 16.2.2023 and reply to the same was received by the petitioner on 3.4.2023 from the office of respondent signed by authorized signatory secretarial and legal department wherein mentioned that terms and conditions were settled however the same was not done by the respondent company. It is asserted that management had not settled the case of petitioner and no monetary benefits with the petitioner as full and final settlement and forced him to submit his resignation. It is asserted that respondent company had not given one month's notice and not paid one month salary in lieu of notice period under Section 25-F (a) as well as retrenchment compensation under Section 25-F (b) of the Industrial Disputes Act. It is asserted that the termination of the petitioner was null and void ab-initio. While terminating the services of petitioner new persons were engaged by the respondent at Gagret unit in electrical department Sh. Gourav on monthly salary of Rs.15000/- per month but no opportunity of re-employment was given to the petitioner and respondent violated the provisions of Section 25-H of the Industrial Disputes Act, 1947. It is alleged that the act of respondent company regarding transfer of the services of petitioner *vide* email dated 20.9.2022 without settled the terms and conditions was an unfair labour practice. In view of above submissions, it is prayed that transfer order dated 20.9.2022 may be set aside and quashed and respondent be directed to reinstate the services of petitioner in continuity and seniority as well as full back wages along-with other consequential benefits. The respondent be directed to reinstate the service of petitioner in his old place of work at Gagret and pay litigation costs of Rs.15000/-.

3. In reply to the claim petition respondent has raised preliminary objections qua maintainability etc. On merits, it is asserted that petitioner served as a technician however, it is denied that any legal obligations were breached. The company adhered to lawful procedures and no misconduct was attributed to the petitioner during his employment at Gagret unit. It is asserted that

petitioner was lawfully transferred to the Noida unit based on the company's operational requirements. The company offered relocation benefits including an additional allowance but the petitioner refused to accept the same. It is asserted that petitioner had failed to report for duty without valid reasons which led to his prolonged wilful absence from work. It is asserted that the respondent had offered an additional 25% salary increase amounting to Rs.8000/- per month as relocation allowance, but the petitioner had rejected this offer by way of his wilful absence and without prior notice or intimation. It is asserted that due to continued unauthorized absence of the petitioner the respondent was compelled to issue notice dated 17.11.2022 as his absence caused financial loss to company. It is asserted that the petitioner was not terminated or retrenched from his service instead he was reallocated from Gagret Unit to Noida Unit as per internal policy of the company. It is denied that petitioner faced financial hardship or that the company engaged in unfair labour practices. It is asserted that transfer was made to meet operational requirements and the petitioner was given ample time to report at Noida Unit. Since the petitioner was not terminated but was transferred as per company policy, the provisions of Section25-F (a) and 25-F (b) of the Industrial Disputes Act, 1947 with regard to retrenchment/termination were not applicable in this case. Other averments parawise made in the petition were denied and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the demand raised by the petitioner regarding transfer of his service w.e.f. 07.11.2022 from Gagret Unit to Noida Unit by the respondents is legal and justified, as alleged? ..*OPP.*

2. If issue No.1 is proved in affirmative, to what service benefits, financial relief and other benefits including compensation the workman are entitled to from the employer under the Industrial Disputes Act 1947, as claimed? ..*OPP.*

3. Whether the claim petition is not maintainable, as alleged? ..*OPR.*

Relief.

6. The petitioner in order to prove his case has produced his affidavit Ext.PW1/A wherein he has reiterated the fact stated in the claim petition. He has also produced on record copy of pay slip Ext. PW1/B, copy of appraisal letters dated 29.4.2015 & 21.4.2015 Ext. PW1/C and Ext. PW1/D, copy of legal notice dated 21.11.2022 Ext. PW1/E, copy of reply to legal notice dated 25.11.2022 Ext. PW1/F, copy of demand notice dated 16.3.2023 Ext. PW1/G, copy of reply to demand notice dated 3.4.2023 Ext. PW1/H, copy of emails Ext. PW1/J, copy of PF record Ext. PW1/K and copy of relocation letter Ext. PW1/L.

7. Respondent on the other hand has examined Shri Nishank Awasthi, Manager (CS & Legal), M/s Vehant Technologies Pvt. Ltd by way of his affidavit Ext. RW1/A. He has also produced on record copy of pay slip of petitioner Ext. RW1/B1 to Ext. RW1/B2, copy of email regarding appointment of RW1 Ext. RW1/C, copy of confirmation of appointment Ext. RW1/D, authorization letter Ext. RW1/E and copy of cross examination of Rajneesh Kumar in reference no.26/2024 Ext. RW1/F.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	: No
Issue No.2	: Decided accordingly
Issue No.3	: Yes
Relief.	: Claim petition is dismissed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No.1 and 2

10. Both these issues are taken up together for the purpose of adjudication.

11. The petitioner has deposed that after an interview he reported for his duty to the Manager, M/s Kritikal Secure Scan and was engaged as electrician w.e.f. 7.2.2007. No appointment letter was given to him and he continuously discharged his services till 2009 and then he was designated as technician production and worked in the said capacity till 7.11.2022. He received email from Amit Rawa that he is to be relocated from Gagret unit to Noida w.e.f. 7.11.2022 but the petitioner replied the relocation letter wherein he mentioned that he is ready to relocation at Noida on the salary of Rs.45000/- per month, plus accommodation and transportation. He was however offered relocation allowance of Rs.8000/- per month. Petitioner was aware of the fact that monthly rent of two rooms at Greater Noida is Rs.18000/- and Rs.20000/- and he will not able to afford accommodation in the salary of Rs.31079/- per month. The Senior Manager-HR of the company had not increased the salary of petitioner Rs.45000/- per month as demanded by the petitioner and he received a notice for absence from duty on 17.11.2022 regarding which he submitted his reply on 21.11.2022. Petitioner however submitted that he was not allowed to Gagret unit by the respondents.

12. RW1 Shri Nishank Awasthi has asserted that as per Clause 10 of the appointment letter given to the petitioner by the employer the employee is liable to be transferred at sole discretion of the management to any other branch, site or its associates, sister concerns or subsidiaries anywhere in India or abroad. The company in the interest of administrative and operational requirements issued a transfer order dated 20.9.2022 directing the petitioner to join at Greater Noida Unit from 7.11.2022 and in this regard the respondent company had offered an additional 25% hike in his salary as relocation allowance. Petitioner had not responded to the said notice and not complied the directions of the management. The services of petitioner were according to respondents was not terminated but transfer of petitioner was bonafide and in exercise of managerial authority and did not constitute any breach of law or service condition.

13. Reference qua legality of demand raised by petitioner regarding his transfer being illegal was recommended for adjudication by the appropriate authority.

14. Learned Counsel for the petitioner has submitted that the primarily focus of the proceedings in reference needs to be confined to issue of legality and justification of transfer only. It appears that no specific issue of misconduct, termination, abandonment have been framed in the present reference. Thus this court would proceed primarily to adjudicate whether transfer dated 7.11.2022 was legal and justified. It is argued by the learned Counsel for the respondent that petitioner joined the services in 2007 under Kritikal Secure Scan. This fact is also stated by the petitioner himself but the learned Counsel for the petitioner has submitted that there is no

appointment letter received by the petitioner from Vehant Technologies Private Limited. Respondents have however produced the appointment letter (copy of Mark-RA) issued by Kritikal Secure Scan to the petitioner on 2.9.2009 but petitioner has denied his signature over the said appointment letter and also denied that such appointment letter was communicated to him. It is however admitted by the petitioner that he was appointed in Kritikal Secure Scan in 2007 and he also admitted that he came to know that Kritikal Secure Scan has changed its name to Vehant Technologies through appraisal letter received by him. He has also stated that he worked in Vehant Technologies Private Limited for about 14-15 years. RW1 Shri Nishank Awasthi has admitted that petitioner joined Kritikal Secure Scan in the year 2007 but he also added that Kritikal Secure Scan was now known as Vehant Technologies Private Limited. Though this witness has denied that he had produced any document to show this fact but petitioner himself has expressed awareness about this fact in his statement.

15. Learned Counsel for the petitioner has argued that the transfer of petitioner is not supported by any terms of appointment, standing orders, rules or policy of the company. The respondent by transfer of petitioner had harassed and altered his service condition without complying with the provisions of Section 9A of the Industrial Disputes Act, 1947. It is also argued that there are no administrative reasons for transfer and considering the circumstances of the petitioner the transfer was primarily made by the respondent company with a view to force exist of the petitioner from his employment. It is also argued that respondents have not produced any copy of standing orders, service rules and transfer policy in order to justify the transfer of the petitioner thus transfer of the petitioner being sudden amounted to harassment. It was without the consent of the petitioner was not made in accordance with law. The Hon'ble High Court of H.P. in **Ramesh Kumar vs. Food Corporation of India, 2013 LLR 709** has laid down the following criteria regarding the transfer of employee by the management as follows:—

> "In view of the above, the legal position on the issue of transfer can be summarized as under:—
>
> (1) Transfer is a condition of service.
>
> (2) It does not adversely affect the status or emoluments or seniority of the employee.
>
> (3) The employee has no vested right to get a posting at a particular place or can choose to serve at a particular place for a particular tenure.
>
> (4) It is within the exclusive domain of the employer to determine as to at what place and for how long the services of a particular employee are required.
>
> (5) Transfer order should be passed in public interest or administrative exigency, and not arbitrarily or for extraneous consideration or for victimization of the employee nor it should be passed under political pressure.
>
> (6) There is a very little scope of judicial review by the Court / Tribunal against the transfer order and the same is restricted only if the transfer order is found to be in contravention of the statutory Rules or mala fides is established.
>
> (7) In case of mala fides, the employee has to make specific averments and should prove the same by adducing implacable evidence.
>
> (8) The person against whom allegation of male fide is alleged is to be impleaded as a party by name.

(9) Transfer policy or guidelines issued by the State or employer does not have any statutory force as it merely provides for guidelines for the understanding of the Departmental personnel.

(10) The Court does not have a power to annul the transfer order only on the ground that it will cause personal inconvenience to the employee, his family members and children as consideration of this issues fall within the exclusive domain of the employer.

(11) If the transfer order is made in mid-academic session of the children of the employee, the Court / Tribunal cannot interfere. It is for the employer to consider such a personal grievance".

"14. The Hon'ble Supreme Court in State of Haryana & Ors., versus Kashmir Singh & Anr., (2010) 13 SCC 306, has observed that the Court should not interfere with purely administrative matters except where absolutely it is necessary on account of violation of any fundamental or other legal right. The Hon'ble Supreme Court has also reiterated the law in Registrar General, High Court of Judicature of Madras versus R.Perachi & Anr., (2011) 12 SCC 137, by observing that transfer is an incident of service and if transfer is made on administrative grounds and judicial review is limited and the High Court has not to interfere with the transfer lightly".

16. PW Kishor Kumar has himself admitted that he was employed by Kritikal Secure Scan and from his appraisal he came to now that Kritikal Secure Scan was now Vehant Technologies Private Limited. He admits that during 14-15 years he worked with Vehant Technologies Pvt. Ltd and he visited the unit of company at Noida also. He has worked in said unit for sometimes on the directions of the management. He has denied that the condition mentioned in the agreement Mark-RA were communicated to him but admitted that he was informed of his relocation *vide* Ext.PW1/L and that the company had mentioned the reasons for relocation as shortfall of skill resources at Greater Noida Unit. This was the administrative reason shown for transfer of the petitioner and duly communicated to him by the company.

17. He admitted that relocation letter mentioned that he was not being demoted nor new work was given to him. The petitioner himself states that the annual increment of his salary 8 to 9% and he was getting 25% hike in the salary of his relocation but he was demanding 45% in hike in salary. He also stated that his father was ill. He admits that 3-4 workers who were also relocated have also joined on a hike salary of 25%. RW1 Shri Nishank Awasthi has mentioned that Gagret unit is still functional but segment, X-Ray baggage scanner system in which the petitioner was working is shifted to Greater Noida. The above evidence shows that relocation on hike of 25% of salary was given to the petitioner. Learned counsel for petitioner has argued that cost of living was much more in Noida. In addition to the statement of petitioner there is no other evidence produced by the petitioner to show that the rent of two rooms set in Noida is Rs.18000/- to Rs.20000/-. There is no oral and documentary evidence to support the contention regarding high cost of living in Noida. He has also not produced medical record of his father due to whose illness he was seeking exemption from transfer. According to learned counsel for respondent petitioner has nowhere alleged that his transfer was malafide with a motive that forced him to exit job.

18. Undoubtedly respondent had not take any disciplinary proceedings against the petitioner till date as held in the **Ramesh Kumar's case (supra)** by the Hon'ble High Court. The Mark-RA is not proved as per law however the transfer of employee is administrative decision of a management unless its transfer was malafide with a view to retrenchment/termination of the services of an employee. In this case of petitioner he was willing to join at Noida if he was granted

salary of Rs.45000/- plus transportation and accommodation but respondents had granted merely hike of Rs.8000/- on the salary of 31079 rupees per month. The petitioner admitted that 3-4 other workers have also joined at Noida from Gagret on similar 25% hike of their salary. This fact also establishes that transfer of petitioner is not motivated by ill-will. RW1 Shri Nishank Awasthi stated in his cross-examination that the said unit in which the petitioner is working in Gagret no longer exists. Petitioner has not produced any document to show the work pertaining to segment in which he had specialised is still being carried out at Gagret unit. The Hon'ble Supreme Court in **The Tamil Nadu Agricultural University & Anr. vs. R. AGILA ETC.** in **Special Leave of Appeal (Civil) Nos. 13070-13075 of 2022** has held in paras no.3,4 and 7 as follows:—

"3. It is established as a part of service law jurisprudence that transfer is an exigency of service. As such, when a person becomes an employee of the Government, the incidence of transfer becomes inherent in the terms of service unless it is specially barred under certain provisions governing conditions of service.

4. Under such terms and conditions of service, an employee has no right to remain absent or efuse to join the new place of transfer once relieved from their current place of posting. The employee is entitled to avail all available remedies for redressal of grievances, but it does not entitle them to not comply with the transfer orders. The employee is well within his rights to join the transferred place of posting and still continue to avail the remedies available under the law for redressal of his grievances against the transfer.

7. We also find it relevant to quote here a judgment of this Court on the same subject in Tushar D. Bhatt v. State of Gujarat, (2009) 11 SCC 678

"16. The legal position has been crystallised in a number of judgments that transfer is an incidence of service and transfer are made according to administrative exigencies.

17. In the instant case, in the entire tenure of more than 18 years, the appellant was only transferred twice. The appellant's transfer order cannot be termed as mala fide. The appellant was not justified in defying the transfer order and to level allegations against his superiors and remaining unauthorisedly absent from official duties from 11-10-1999 to 27.4.2000 i.e. more than six months. In the interest of discipline of any institution or organization such an approach and attitude of the employees cannot be countenanced.

18. In Gujarat Electricity Board v. Atmaram Sungomal Poshani [(1989) 2 SCC 602: 1989 SCC (L&S) 393: (1989) 10 ATC 396: AIR 1989 SC 1433] this Court had an occasion to examine the case of almost similar nature. This Court observed as under:

"4. ....Transfer from one place to other is necessary in public interest and efficiency in the public administration. Whenever, a public servant is transferred he must comply with the order but if there be genuine difficulty in proceeding on transfer it is open to him to make representation to the competent authority for stay, modification or cancellation of the transfer order. If the order of transfer is not stayed, modified or cancelled the public servant concerned must carry out the order of transfer. In the absence of any stay of the transfer order a public servant has no justification to avoid or evade the transfer order merely on the ground of having made a representation, or on the ground of his difficulty in moving from one place to the other. If he fails to proceed on transfer in compliance with the transfer order, he would expose himself to disciplinary action under the relevant rules, as has happened in the instant case. The respondent lost his service as he refused to comply with the order of his transfer from one place of the other".....

19. Similarly Hon'ble Supreme Court in **U.P. Singh vs. Punjab National Bank, 2024 LLR 119** has held in para 10 as follows:—

> "10. A person aggrieved by the order of transfer cannot sit at home and decide on his own that the order is illegal or erroneous and he will not comply with the same. If the workman had any grievance, he could have availed of his remedy available against the same; otherwise, he was duty-bound to comply with the same. Failure to avail of any remedy also would mean that he had accepted the order and was duty-bound to comply with the same. At a later stage, he could not take a plea that the order being erroneous, no consequence would follow for its non-compliance".

20. In the present circumstances the transfer of petitioner was not proved to be a violation of any policy, standing orders or agreement between the parties. The allegations of transfer with a view to force exit of petitioner are not established. Hence demand of petitioner to declare his transfer as illegal is not maintainable accordingly petitioner is not entitled to any relief. Issues no.1 and 2 are decided in the favour of respondents.

Issue No. 3

21. The onus of proving this issue was on the respondents. Respondents have proved from oral as well as documentary evidence that transfer of petitioner was due to administration reason and due to the fact that segment in which petitioner was working in Gagret was now being operated at Noida Unit. Thus the preent claim petition is not maintainable.

RELIEF

22. In view of my discussion on the issues no. 1 to 3, the claim made on behalf of the petitioner is not maintainable and the same is dismissed. However petitioner shall be at liberty to receive his gratuity and other amounts which are due at the time of his transfer and he shall also be at liberty to join at new place of transfer forthwith. Parties are left to bear their costs.

15. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 17th day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala, (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-***IN*****DUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 80/2023

Date of Institution : 17-8-2023

Date of Decision : 18-12-2025

Shri Jai Dev s/o Shri Khushi Ram, r/o Village Janda, P.O. Khairiyan, Tehsil Nurpur, District Kangra, H.P. ..*Petitioner.*

Versus

The Proprietor, M/s New Prem Bus Service, V.P.O. Nagrota Bagwan, District Kangra, H.P. ..*Respondent.*

Direct Claim Petition under Section 10 read with Section 2(A) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

: Sh. Rajat Chaudhary, Ld. Adv.

For Respondent : Sh. Rahul Gupta, Ld. Adv.

: Sh. Adhar Gupta, Ld. Adv.

AWARD

This is a direct claim petition under Section 10 read with Section 2(A) of the Industrial Disputes Act, 1947 filed on behalf of the petitioner. The brief facts as stated in the claim petition are that the services of the petitioner Shri Jai Dev were appointed by the respondent/employer M/s New Prem Bus Service as Driver w.e.f. June, 1999 and continuously worked in the said capacity uptil March, 2020. During his entire service tenure with the respondent he (petitioner) discharged his duties honestly, diligently as per directions passed by the employer from time to time any ply the bus in various routes/stations as sanctioned by the Regional Transport Officer Kangra at Dharamshala or any other authorities of transport department of State of Himachal Pradesh. The strength of employees of various categories like as driver, conductor, mechanic, foreman and other clerical/administrative staff etc. under the respondent was more than 250 however the Certified Standing Order Act, 1946 is applicable to the respondent. The petitioner was office bearer/member of Brijeshwari Drivers/Conductors Society Kangra. The above society raised various demands to be fulfilled by the respondent however instead of fulfilling the demands the respondent told the petitioner to leave the union/society and sign some blank papers if he wants to continue his employment with the respondent. The petitioner refused to do the same and due to this reason the services of the petitioner were verbally terminated by the respondent w.e.f. March, 2020 without complying with the mandatory provisions of the Industrial Disputes Act, 1947. At the time terminating the services of the petitioner the principle of 'last come first go' was not followed by the respondent and person junior to him were retained in service as well as fresh hand was employed in his place without affording an opportunity of re-employment to the petitioner was the clear violation of Section 25 Clauses G and H of the Industrial Disputes Act, 1947. Neither one month's notice and notice pay in lieu of notice period was paid to the petitioner nor retrenchment compensation was given to him as well as no information was ever given to the petitioner regarding his termination of services which was clear violation of Section 25 Clause F (a) and (b) of the Industrial Disputes Act, 1947. It is asserted that the petitioner had completed more than 240 days in each and every calendar year and in the last 12 calendar preceding months from the date of his

termination. The petitioner filed demand notice dated 4.9.2020 under Section 2-A read with Section 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947 against the respondent and copy of the same was forwarded to Labour-cum-Conciliation Officer, Dharamshala for necessary action and prayed for reinstatement of his service with seniority, continuity in service and full back wages along-with all consequential benefits. Upon receipt of demand notice of petitioner as well as other counterpart namely S/Sh. Abhishek Dohru, Surinder Kumar, Gulshan Walia, Raj Kumar, Gopal Krishan, Karam Chand, Sanjay Kumar, Santosh Kumar, Chuni Lal, Jagdeep Chand, Ashok Kumar, Sourabh Sharma, Soni Kumar, Sunil Kumar,Rakesh Kumar, Surinder Kumar, Rakesh Kumar, Yash Paul Sharma, Sanjay Kumar, Karnail Singh, Raj Kumar, Chain Singh, Kuldeep Singh, Vipan Kumar, Suresh Kumar, Jai Dev, Raj Kumar, Vijay Kumar, Jai Dev, Madan Lal, Jaswant Singh, Vikram Singh, Pritam Singh and Amit Rana forwarded by Labour Officer, Dharamshala to Labour Inspector Dharamshala for further necessary action, the notice dated 17.9.2020 was issued to Shri Pawan Kumar and Shr. Parveen Kumar employer M/s New Prem Bus Services for appearance on 28.9.2020 at 11 AM. On 28.9.2020 Shri N.L.Kaundal, learned AR of workers along-with Sh. Rajat Choudhary, learned Advocate and Shri Soni Kumar appeared on behalf of workers and Shri Dheeraj Sharma, Ld. Adv. along-with Shri Pawan Kumar and Paras Soni appeared on behalf of respondent. During conciliation Shri Pawan Kumar (Proprietor/Partner, M/s New Prem Bus Service had given statement before lockdown due to covid-19 pandemic w.e.f. 24.3.2020 the working strength of employees in different categories like as drivers, conductors, mechanics, foreman, inspectors and other office staff were about 250 and they have owned 83 buses and 210 employees permanently discharging duties. It was asserted by Shri Pawan Kumar that after relaxation in lockdown 50 buses were running and the persons who have raised their demands had not joined their services at their own. During conciliation proceedings Shri Pawan Kumar had stated with regard to reinstatement of the services of the workers w.e.f. 10.10.2020 whose demand notices were pending before the Labour Inspector, Dharamshala. It is asserted that the respondent had not filed any reply to the demand notice of petitioner before the Conciliation Officer till conclusion of conciliation proceedings that means the respondent admitted the facts mentioned in the demand notice by the petitioner on 4.9.2020. It is asserted that the respondent is one of the biggest private bus transporters in Himachal Pradesh having owned 90 to100 buses which are plying in 85 different routes. It is asserted that more than 250 employees of different categories were engaged and some of them were working from last 5 to 25 years with the respondent. It is asserted that after reinstatement of the services of petitioner *vide* settlement dated 28.9.2020/29.9.2020 the applicant had joined his duties in October, 2020 in the capacity of driver and he was provided bus number HP 68A 6363 and ply the route from Pathankot to Manali along-with conductor Sh. Surender Kumar and the applicant had continued discharged his duties till 19.9.2021. It is asserted that the respondent has not made regular payment to the petitioner from October, 2020 to 19.9.2021 however the payment of Rs.45000/- was made to the petitioner in three instalments amounting to Rs.15000/-, Rs.5000/- and Rs.25000/- were paid to the petitioner in May, June and September, 2021. It is asserted that the petitioner requested the respondent proprietor/partner that he (petitioner) is entitled salary of Driver amounting to Rs.13,000/- per months as per the government rules but the respondent had not allowed the services of applicant and again terminated w.e.f. 19.9.2021 without complying the provisions of Sections 25 Clauses F and G of the Industrial Disputes Act, 1947. It is alleged that while terminating the services of the petitioner he was not given one month's pay in lieu of notice period under Section 25-F (a) and retrenchment compensation as per Section 25-F (b) as well as not intimated the Labour Commissioner, H.P. under Section 25-F (c) of the Industrial Disputes Act, 1947 whereas the petitioner had completed more than 240 days from the date of his initial date of appointment from 1999 to 19.9.2021 and in the 12 calendar preceding months. It is alleged that the respondent also violated the provisions of Section 25-G of the Indsutrial Disputes Act whereas persons junor to him namely Sh. Amit Rana s/o Kuldeep Chand, Arun Kumar s/o Sh. Kuldeep Kumar and Sh. Jai Dev s/o Rajinder Singh were retained in servicel and all the above workers are still working with the respondent without any break. It is asserted that after termination of the services of the petitioner new/fresh hand drivers

were appointed in place of the petitioner by the respondent and no opportunity of reemployment was given to the petitioner and violated the provisions of Section 25-H of the Industrial Disputes Act. The petitioner had raised demand notice against the respondent *vide* demand notice dated 8.10.2021 and copy of the same was forwarded to Labour Officer-cum-Conciliation Officer, Dharamshala and the Conciliation Officer served the notice to the respondent for appearance along-with relevant document and reply. Thereafter the applicant had filed an application before the Conciliation Officer under Section 2(A) (2) of the Industrial Disputes Act, 1947 with regard to seek permission to issue certificate under Section 2-A (2)(3) of the Industrial Disputes Act *vide* application dated 14.9.2022 and the same was issued to the petitioner on 15.9.2022 by the conciliation officer Dharamshala as well as copy of the same was forwarded to Joint Labour Commissioner, H.P. for information. It is asserted that the respondent had deducted 12% provident fund from the salary of the petitioner during period from October, 2020 to 19.9.2021 but the same was not deposited before the Regional Provident Fund Commissioner Office, Kusumti, Shimla till today and the petitioner requested the respondent to deposit the same but of no avail. It is alleged that the act of the respondent to terminate the services of the petitioner without complying with the mandatory provisions of the Industrial Disputes Act, 1947 amounts to unfair labour practice as per Section 2(ra) read with Fifth Schedule Clause 4 (a), (f) and 5 (a) of the Industrial Disputes Act,1947. It is alleged while terminating the services of the petitioner the act of respondent was highly unjustified, arbitrary, unconstitutional and against the mandatory provisions of the Industrial Disputes Act, 1947 however the petitioner be held entitled for reinstatement of his service with seniority, continuity in service and full back wages along-with all consequential benefits from the date of his illegal termination i.e. March, 2020. It is asserted that the petitioner is still unemployed and was not gainfully employed anywhere. In view of the above submissions, it is prayed that the termination of the services of petitioner w.e.f. 19.9.2021 may kindly be set aside and respondent be directed to reinstate the services of petitioner with full back wages, seniority, continuity in service along-with all consequential service benefits and interest of @ 12% on back wages till the date of his reinstatement and litigation costs of Rs.5000/-.

3. In reply to the claim petition preliminary objections qua maintainability, petitioner being not a workman, petitioner not coming to the court with clean hands, cause of action, delay and laches etc. are raised. It is asserted that the petitioner was never retrenched by the respondent and he was only a contractual employee who called by the respondent on requirement basis from time to time on the basis of oral contract and non renewal of contract does not amount to retrenchment. The claim of the petitioner is barred by virtue of Section 2(oo)(bb) of the Industrial Disputes Act, 1947 and the petitioner is not entitled to any relief. On merits, it is asserted that the services of the petitioner were engaged on requirement basis from time to time on part-time and contractual basis. He (petitioner) never worked continuously from June, 1999 to March, 2020. The petitioner was never engaged in June, 1999. No appointment letter was ever issued to petitioner. The period of continuous service was not fulfilled by the petitioner as envisaged under Section 25 Clause F of the Industrial Disputes Act, 1947. It is asserted that the petitioner and other contractual workers did not join even after called by the respondent. It is asserted that Certified Standing Order Act, 1946 is not applicable to the respondent. It is asserted that office order dated 13.11.2020 was issued to the petitioner calling upon him to submit/furnish requisite documents but he failed to do the needful. Show cause notice was issued to the petitioner *vide* notice dated 22.9.2021 for not joining the part-time contractual work when he was called by the respondent and final show cause notice was issued to the petitioner on 19/20.3.2022 and sent on 22.3.2022. The petitioner had joined afresh in October, 2020 once again on part-time contractual basis after a long gap of more than seven months. The petitioner deliberately did not come after 25th September, 2021 even when called by the respondent. It is alleged that the petitioner was engaged on temporary and contractual basis and he was called only on requirement basis on oral contract and was never employed on pay roll by the respondent. Neither the petitioner was a regular/permanent employee of the respondent nor received salary but he was paid only on daily basis when called. It is denied that the petitioner

was a member of the society however the alleged society is not a registered society. It is asserted that the respondent had never asked the petitioner to leave any society and was not asked to sign the blank papers. During the pendency of the conciliation the petitioner was called through registered letter by the respondent for contractual work as he had performed earlier but the petitioner did not join the said work on his own will. It is asserted that the petitioner was casual and temporary employee who was called by the respondent on requirement basis on contract as and when his services were required by the respondent. It is asserted that the services of petitioner were not required for the period starting March, 2020 due to imposition of lockdown on account of Covid-19 as the plying of the buses were stopped/restricted. It is alleged that the termination of the petitioner do not come within the purview of definition of retrenchment as per Section 2(oo) and question of applicability of the provisions of Section 25-G of the Act does not arise as well as Section 25-H of the Industrial Disputes Act is also not attracted and the petitioner is not entitled to any relief as claimed. It is asserted that the petitioner had not completed 240 days of continuous service in the preceding 12 months before termination or in any calendar year. The non renewal of daily contract was done owned to efflux of time of contract. However, the conciliation proceeding was affected and in pursuant to the conciliation the respondent asked the petitioner to come for contractual work *vide* registered letter issued by the respondent, but the petitioner did not come to join the service as such the petitioner is estopped by his own act, conduct, acquiescence and silence to file the present petition. It is asserted that despite the willingness and empathy of the respondent to call back the petitioner neither the petitioner join the service nor he fulfilled the required documentation. It is alleged that the petitioner is not entitled for reinstatement with back wages as well as benefits of seniority, continuity or any other consequential benefit. It is alleged that the facts of the demand notice were frivolous and vexatious however the respondent had shown empathy towards the petitioner and other persons. It is clarified that the petitioner was not a permanent employee but he was a contractual part-timer worker who had called on requirement basis only. Other parawise averments made in the petition were denied and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the services of the petitioner were illegally terminated by the respondent w.e.f. 19.9.2021, as alleged? ..*OPP*.

2. If issue no.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority, continuity in service and other consequential service benefits, as claimed? ..*OPP*.

3. Whether the claim petition is not maintainable, as alleged? ..*OPR*.

4. Whether the petitioner is not a workman, as alleged? ..*OPR*.

5. Whether the petitioner was only a contractual employee, as alleged? ..*OPR*.

6. Relief.

6. The petitioner in order to prove his case has examined Smt. Sharanjeet Kaur, Enforcement Officer, EPF District Office Palampur, District Kangra, H.P. as PW1 who has stated

on oath that she brought the registration letter of Prem Bus Service and the copy of the same is Ext. PW1/A. She has also brought the list of employees of the respondent regarding whom EPF subscription was made, the list is Ext. PW1/B. Shri Naresh Kumar, Labour Inspector Labour Officer Dharamshala has examined by petitioner as PW2 who has produced on record copy of demand notice Ext. PW2/A, conciliation proceedings dated 28.9.2020 Ext. PW2/B, conciliation proceedings dated 29.9.2020 Ext. PW2/C, copy of proceedings dated 5.10.2020 Ext. PW2/D. Petitioner has also examined Shri Dheeraj Sharma, Legal Advisor-cum-Dealing Hand of New Prem Bus Service, Nagrota Bagwan, District Kangra as PW3 who has stated that he cannot show his appointment letter but he can produce on the next date of hearing. He stated that he is drawing the salary of Rs.10,000/- per month. He stated that his salary has entered in the cashbook of employer every month. He further stated that the record of mandays chart is not produced and since the record was destroyed by termite and *vide* DD entry the information given to the police and the DD entry is Ext. PW3/A. He stated that he brought seniority list of drivers Ext. PW3/B and conductors Ext. PW3/C who are working with the respondent since 2021 onwards. He stated that he brought EPF record of New Prem Bus Service as Ext. PW3/D. He stated that the petitioner was not employee of the respondent as such no EPF was deducted with respect of the petitioner. He further stated that no appointment letter was ever issued to the petitioner by the respondent. Petitioner in order to prove his case has examined himself as PW4 and produced his affidavit Ext. PW4/A.

7. Respondent on the other hand has examined Shri Kishori Lal, Sub Post Master Sunehad, Tehsil Nagrota Bagwan as RW1 who has stated that the record has been weeded out as per guidelines of the postal department copy of which is Ext. RW1/A. He stated that in case registered post/letter is sent and the same is not received back then the same is deemed to be delivered. He stated that registered post/letters is delivered in ordinary course of business within the period of 3 to 5 days within Himachal. Respondent has further examined Shri Naresh Kumar, Labour Inspector, Kangra at Dharamshala as RW2 who has stated that the office order which was addressed to the petitioner the copy of the same was received by their office as Ext. RW2/A. Respondent has examined RW4 Shri Pawan Kumar s/o Prem Chand, authorized representative of M/s New Prem Bus Service by way of affidavit Ext. RW3/A wherein he has reiterated the facts as stated in the reply. He has also produced on record copy of final show cause notice Ext. RW3/B, copy of postal receipts Ext. RW3/C & D, copy of reply Ext. RW3/F, copy of postal receipt Ext. RW3/F, copy of show cause notice Ext. RW3/G, copy of postal receipt Ext. RW3/H& Ext. RW3/J, copy of final show cause notice dated 19.3.2022 Mark-X.

8. I have heard the learned AR/Counsel for the petitioner as well as learned Counsel for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No.1	: Partly Yes
Issue No.2	: Decided accordingly
Issue No.3	: No
Issue No.4	: No
Issue No.5	: No
Relief.	: Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No.1

10. Petitioner Jai Dev has asserted in his affidavit that he was appointed as a driver by the respondent in the year 1999 without any appointment letter or terms of employment. He continuously worked till March, 2020 and worked as conductor in the following buses belonging to respondent.

> "HP68-0355, HP68A-0111, HP68-6363, HP68-6575, HP68-0671, HP68-4725, HP68-0162, HP68-0164, HP68-7575, HP68-0672, HP68-4765, HP68-3735, HP68-0122, HP68-0137 and HP68-6665".

11. In March, 2020 he was thrown out of his service as he was member of Brijeshwari Drivers/Conductors Society Kangra who had requested the respondent to accept the various demands of drivers and conductors who were members of the society working with the respondent.

12. Respondent witness Shri Pawan Kumar, RW3 has stated that petitioner was only engaged on the requirement basis from time to time, part-time basis and contractual basis. He asserts that petitioner was not a workman, never engaged on long term contract basis nor he was on the rolls of respondent. Thus according to respondent there was no relationship of employer and employee between the respondent and petitioner. It is also asserted that no appointment letter was issued to the petitioner since he was never engaged on regular contract basis. He was only engaged on day contract or on requirement basis. The record pertaining to the petitioner had been destroyed and matter was reported to police. The rapat Ext. PW3/A is produced on record by PW3 Shri Deeraj Sharma, Legal Advisor-cum-Dealing Hand of New Prem Bus service. PW3 Shri Dheeraj Sharma has deposed that mandays chart of petitioner cannot be produced as the record till date 2020 has been destroyed by termite. Pertinent to mention that this fact does not find mention in pleading on behalf of respondent. Learned counsel for the respondent has submitted that matter was compromised before the Labour-cum-Conciliation Officer and respondent had agreed to engage the petitioner on similar post i.e. conductor, part-time casual basis but the petitioner had not returned to work as per office order dated 13.11.2020. A show cause notice dated 22.9.2021 was issued for not joining as part time contract basis and a final show cause notice was issued on dated 19/20.2.2022. Petitioner joined afresh on October, 2020 after a gap of 7 months. He did not deliberately return after 25.9.2021. Petitioner has also pleaded that *vide* settlement dated 28.9.2020 and 29.9.2020 he joined his duty in October, 2020 and continued to work till 19.9.2021 where after his services were again terminated without compliance of Section 25-G and 25-F of Industrial Disputes Act. Petitioner has admitted that he has not produced documentary evidence in support of his plea i.e. appointment letter or EPF statement. He states that these documents were not given to him by respondent. Similarly petitioner has also asserted that he was paid Rs.92/- per day and total salary of Rs.2760/- per month but no such record of payment is produced by the petitioner. Learned counsel for the respondent has submitted that the petitioner was merely a part-time, casual conductor and never completed 240 days of service. Except oral statement of petitioner that there is no basis for concluding that he was completed 240 days of continuous work in any calendar year. Learned counsel has emphasized that onus to prove the 240 days of continuous service of the petitioner with the respondent is primarily on the petitioner who asserts this fact. Learned counsel has further emphasized that this court cannot presume the status of petitioner under Section 25 Clause F of the Industrial Disputes Act, 1947 without any cogent proof led by petitioner regarding his completion of 240 days of service with the respondent. Hon'ble Supreme Court in **R.M. Yellatti vs. The Asst. Executive Engineer, 2006 1 SCC 106** has held as under:—

> *"Analyzing the above decisions of this court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes*

Act. However, applying general principles and on reading the aforestated judgments, we find that this court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily waged earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the labour court unless they are perverse. This exercise will depend upon facts of each case."

13. Going by the above ratio laid down by the Hon'ble Supreme Court it is clear that initial burden to prove that the workman had worked for 240 days in a given year is on the workman. Relevant evidence would be appointment letter, salary receipt, bank statement or oral evidence of co-workers etc. RW3 Shri Pawan Kumar has admitted that when drivers and conductors were appointed no appointment letter was given and he also asserted that respondent does not give appointment letter to anyone. He also admitted that no such document was issued to the petitioner which would show that petitioner was called for work on requirement basis and on which dates. It is important to mention here that RW3 Shri Pawan Kumar has not denied that petitioner has worked with the respondent at any point of interval. PW4 Shri Jai Dev (petitioner) has stated that he was paid Rs.92 per day and total salary of Rs.2760/- per month. A specific suggestion is made to him that he was paid wages on same day. It is not the contention of the respondent that they were paying the petitioner through his bank account which would in this case make bank statement of petitioner a relevant proof regarding the receipt of payment made by the respondent. PW3 Shri Dheeraj Sharma has admitted that payment of a working day was made on said working day and PW4 Jai Dev has denied a suggestion that respondent prepared voucher on day to day basis. This voucher is an internal document and respondent had not asserted that any receipt was taken from workman. RW3 Shri Pawan Kumar has admitted that respondent maintained attendance register and payment register of its employees. He admits that EPF is applicable to respondent where 20 or more employees are employed. He has admitted that EPF is applicable to respondent. Respondent Pawan has stated in his affidavit that petitioner joined in October, 2020 on contractual basis but did not come after 25.9.2021. Even though record of employees upto 2020 is allegedly destroyed, no such record of attendance and payment of petitioner from 2020 October to September, 2021 is produced by respondent. No contract of employment is also produced. The definition of workman under the Industrial Disputes Act, 1947 is given under Section 2(s) as follows:—

"["workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence

of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person- [Substituted by Act *46 of 1982*, Section 2, for Cl. (s) (w.e.f. 21.8.1984).]
(i)who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii)who is employed in the police service or as an officer or other employee of a prison, or
(iii)who is employed mainly in a managerial or administrative capacity, or

(iv)who, being employed in a supervisory capacity, draws wages exceeding [ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]"

14. It appears from the above definition of workman under Industrial Disputes Act does not specifically distinguish between the part-time, casual or temporary workman as compared to a permanent workman.

15. Petitioner has alleged in his claim that he was paid Rs.45000/- in three instalments of Rs.15000/-, Rs.5000/- and Rs.25000/- and when he claimed regular salary his services were again terminated w.e.f. 19.9.2021. PW5 Shri Dheeraj Sharma, Legal Advisor-cum-Dealing Hand of respondent and RW3 Shri Pawan Kumar employer have admitted that they participated in conciliation proceedings and they had agreed to reinstate the petitioner. Letter in this regard was issued to the petitioner to join but he did not return back. Though respondent has clearly admitted that the petitioner had worked with respondent from time to time but no record of petitioner's employment has been produced on behalf of the respondent. Hon'ble High Court of Calcutta in **Hooghly Infrastructure Pvt. Ltd. vs. Sk. Alam Ismail & Ors. as WPA28770 of 2024** has held in paras 15,16 and 17 as follows:—

"15. Section 25D of the Industrial Disputes Act, lays down:- "25D. Duty of an employer to maintain muster rolls of workmen.- *Notwithstanding that workmen in any industrial establishment have been laid-off, it shall be the duty of every employer to maintain for the purposes of this Chapter a muster-roll, and to provide for the making of entries therein by workmen who may present themselves for work at the establishment at the appointed time during normal working hours."*

16. In Ranbir Singh vs S.K. Roy, Chairman, Life Insurance, in Misc. Application No. 1150 of 2019, decided on 27 April, 2022*, the Supreme Court held:- "……..25. It is settled principle of law that while considering the order/judgment of Constitutional Court, this Tribunal is required to keep in mind entire spectrum of the orders as well as background of the case. It is not proper to cull out a single para or a sentence from the order/judgment so as to defeat the very purpose of the order so passed by Hon'ble Supreme Court. If the orders dated 11/5/2018, 7/9/2018 and 10/9/2018 are taken into consideration, it is crystal clear that claims of all such workmen and Union/s who worked as Badli workers during the period from 20/5/1985 to 4/3/1991 are required to be considered by this Tribunal. Although I am in full agreement with the submission made on behalf of the PART B Management/LIC that initial onus is always upon the workmen concerned to prove that they were in the employment of the Management at the relevant time, however 9 not this Tribunal cannot ignore the fact that UC has filed on record any document/record relating to employment of various workmen rather has simply taken a plea that same being old record is not traceable." 22 The Dogra Report noted that LIC had admitted that 321 workers were found to be eligible for absorption in terms of the Srivastav Award. The report found fault with LIC for making contradictory claims that 321 workers were eligible for absorption when*

the records of workers were allegedly old and not traceable. The Dogra Report drew an adverse inference against LIC for having failed to maintain the records in pursuance of the burden cast upon it by Section 25-D of the ID Act, particularly when the reference was pending since 1991. Paragraph 29 of the report is extracted below:

"29) During the course of arguments as well as in the reply filed on behalf of the Management/LIC, it is clear that Management has admitted that till date 321 Nos. of employees were found to be eligible in terms of the Award and they were considered eligible for absorption. It is not understandable to this Tribunal as to what were the basis for the Management/LIC for coming to the conclusion that only 321 Nos. of workmen/employees were found to be eligible and covered by the Award of CGIT in ID case No.27/1991, when the Management has come up with a plea that record relating to the workmen being old record is not traceable. It is worthwhile to mention here that Section 25 D of the ID Act specifically provides that it is the duty of every Employer to maintain a muster roll and to provide for the making of entries therein by the workmen who may present themselves for work at the establishment. This Tribunal has to keep in mind a vital fact that since the reference bearing ID No.27/1991 is pending before various Courts since 1991, the Management/LIC was/is required to keep the record in safe custody when the case of such a huge magnitude was PART B pending before the Courts. In such circumstances, this Tribunal is constrained to draw adverse inference 10 against the management." 23 Based on the above hypothesis, the report proceeded to decide "prima facie" the claims of the Unions and individual workers. While taking up the claims made by the All India Life Insurance Employees Association and its affiliate, Life Insurance Employees Association, Delhi, the report notes that 6998 claims had been filed (as contained in Annexure A). Upon scrutiny, LIC drew the attention of the CGIT to the fact that 3592 duplicate entries were found in the claims which were submitted (as contained in Annexure A-1). Noting that the "Unions have not seriously disputed the same", the Dogra Report concludes that "such claimants are to be given benefit of absorption only once". The Dogra Report also notes that workers who had started working beyond the cut-off date of 4 March 1991 would not be covered in the enquiry. This observation in the Dogra Report was in view of the order of this Court in the contempt proceedings arising out of the review of TN Terminated Employees Association (supra) on 7 September 2018, which had specifically observed that whether the benefit of the Srivastav Award should be given to those who had been engaged as badli workers after 4 March 1991 was a matter for interpretation by this Court. Hence, for the time being, CGIT had been directed to limit its enquiry only to the claims for the period between 20 May 1985 and 4 March 1991 (as contained in Annexure A-2). In this context, the Dogra Report held that those workers who had commenced work after 4 March 1991 would not be covered by its enquiry.

In State of Haryana & Ors. etc. etc. v. Piara Singh & Ors. etc. etc., (JT 1992(5) S.C. 179), the Supreme Court indicated how regularization of adhoc/temporary employees in Government and Public Sector Undertakings should be effected. While PART D laying down the guidelines in this behalf, this court observe in paragraph 43 as under:—

"The normal rule, of course, is regular recruitment through the prescribed agency but exigencies of administration may sometimes call for an adhoc or temporary 11 appointment to be made. In such a situation, effort should always be to replace such an adhoc/temporary employee by a regularly selected employee as early as possible.

Such a temporary employee may also compete along with others for such regular selection/appointment. If he gets selected, well and good, but if he does not, he must give way to the regularly selected candidate.

The appointment of the regularly selected candidate cannot be withheld or kept in abeyance for the sake of such an adhoc/temporary employee."……"

17. In the present case, the respondent no. 1 has served continuously as a badli/casual worker for 37 years in permanent posts and has produced documents in support. The petitioner/company was bound to produce the documents as required to be maintained under Section 25D of the Act. (Ranbir Singh vs S.K. Roy, Chairman, Life Insurance, (Supra))

16. Respondent had claimed in the deposition that record of mandays chart and all register were destroyed by termite regarding which information was made to police *vide* DD entry Ext. PW3/A. Apposite to mention that there is no specific pleading on behalf of respondent to this effect. PW3 Shri Dheeraj Sharma could not produce list of record which has been destroyed by termite and DD entry Ext. PW3/A also does not mention what record and for which time period was destroyed by termite. Neither the informant Shri Surinder Kumar as mentioned in the DD entry nor proprietor Shri Pawan Kumar, nor the incharge of record Lokesh Kumar had specifically stated particulars of record destroyed. The dealing hand/incharge Lokesh has not been examined in the court. PW5 Shri Dheeraj Sharma has admitted that Shri Lokesh Kumar is still working with the respondent. There is no medical record produced to prove that this witness was unable to appear and depose in the court qua the record which has been destroyed. Surprisingly the rapat is dated 3.11.2020 and demand notice Ext. PW2/A is dated 4.9.2020. The notice from Labour-cum-Conciliation Officer is Ext. P1 sent to the office of respondent dated 17.9.2020. Conciliatory process continued from 20.9.2020 to 5.9.2020 Ext. PW3/B. The above facts unfolding from the oral and documentary evidence clearly suggest that the DD entry qua destruction of record was subsequent in time to initial conciliation between the parties. As already mentioned the record of service rendered by petitioner after reengagement on basis of compromise is also kept away from the court proceedings.

17. As held by Hon'ble Supreme Court the fact of case would determine option to be exercised by Labour Court to draw an adverse inference under Section 106 of Indian Evidence Act, 1872 implying that petitioner had infact worked for requisite period under Section 25-B of Industrial Disputes Act, 1947 prior to termination of March, 2020 and also termination of September, 2021.

18. In the present case the following facts are revealed from the evidence on record that (i) the petitioner was employed by respondent at different interval of time (ii) RW4 Shri Pawan Kumar admitted that no such document was issued to the petitioner to show his employment with the respondent. (iii) Record pertaining to employment i.e. muster roll, attendance register and wage register etc. were not produced. (iv) The record upto 2020 was allegedly destroyed but no particulars of destroyed record has been produced and destruction of the record was reported after the dispute was arose. No efforts appear to have been taken by the respondent to reconstruct the record and no photographs of the destroyed record have been produced. (v) The petitioner has asserted that he was employed continuously by the respondent for 240 days since the year 1999. (vi) petitioner was not possessing any document to prove the number of days for which he has worked with the respondent though the fact that the petitioner had worked with the respondent at different intervals is not disputed. (vii) The petitioner was issued notice to join his duties by the respondent. (viii) Conciliatory process shows that respondent had agreed to provide continuous service to the petitioner thereafter. (ix) Record under Section 25-D of Industrial Disputes Act, 1947 is not produced on pretext that it was destroyed by termite.

19. In the light of above circumstances what better evidence could have been produced by the petitioner to show 240 days of work/continuous employment is unimaginable. Learned counsel

for the petitioner has submitted that co-workers of petitioner already working with respondent were not willing to appear before the court and depose in his favour fearing loss of employment. In-fact once the petitioner was not provided any document including appointment letter, wage receipt by the respondent onus would surely shift towards the respondent to prove that petitioner was merely casual temporary, contractual worker who had not worked continuously with the respondent.

20. It is also important to observe that respondent had not disclosed about the destruction of record till the pendency of conciliation proceedings and merely debunked the record in water. There is no evidence of the fact that enquiry or disciplinary action was initiated against the dealing hand responsible for maintaining the record intact. Respondent failed in his duty to safeguard the mandays record pertaining to workman which ultimately impacts the legal right of the workman under different labour laws. In these circumstances the non production of the record by the respondent specifically the muster rolls, attendance records, log book of buses attended by the petitioner would definitely raise presumption that respondent had not maintained such record and the excuse put forward by them was not bonafide.

21. The continuous stance of respondent that petitioner was casual, temporary workman called on need basis is a clear violation of provisions of Industrial Disputes Act, 1947 as it amount to unfair labour practice under entry No.10 of Vth Schedule which reads as follows:—

> "10) To employ workmen as "badlis", casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen".

22. The work of driver and conductor is not a part-time job. Respondent failed to maintain and preserve the record of attendance and payment of petitioner also points towards a deliberate attempt to deprive him of status and privilege of permanent workman.

23. RW3 Shri Pawan Kumar has admitted that *vide* Ext. PW2/D he has agreed to provide continuous service to petitioner and he also admitted that he had not called the petitioner in writing. He has however mentioned about show cause notice Ext. RW3/D reply Ext. RW3/E , Notice Ext. RW3/G final notice Mark-X dated 19.3.2022. Learned counsel for the respondent has vehemently argued that the receipts clearly shows that notices have been duly served to the petitioner as the registered letter was not received back. PW4 Shri Jai Dev has however denied that he had not joined his service in accordance with the agreement. He has denied that he received any notice. He denied that he did not visit the employer after compromise. RW3 Shri Pawan Kumar has admitted that no disciplinary proceedings were ever initiated against the petitioner by the respondent. Strangely enough, respondent agreed to provide continuous service and issued office order to rejoin his service on the other hand denies that petitioner was an employee of the respondent. Learned AR/Counsel for petitioner has time and again pointed out that respondent has suppressed record of petitioner's employment. Admittedly the termination as per claim was during 'corona pandemic' and also subsequently after joining in September, 2021. There is no record to show compliance of Section 25- F (a), (b) and (c) of the Industrial Disputes Act, 1947. In the circumstances discussed above the termination of the services of petitioner was in clear violation of the provisions of Section 25 Clause F (a), (b) and (c) of the Industrial Disputes Act, 1947.

24. It is submitted on behalf of the petitioner that after his termination his juniors were retained in service and new hands were employed by respondent. No specific evidence to this effect has been produced. RW3 Shri Pawan Kumar has admitted that after the conciliation proceedings some of the workmen had been given joining by the respondent however there is no seniority list which would help this court to determine that these persons were junior to the petitioner. Consequently the respondent would be held liable for the violation of the provisions of Section 25

Clause F of the Industrial Disputes Act, 1947 hence issue no.1 is partly decided in the favour of the petitioner.

Issue No. 2

25. The petitioner has claimed that his services were illegally terminated. In the claim petition the petitioner has prayed for reinstatement of his service along-with all consequential benefits, seniority and continuity of service, full back wages from the date of his termination. It is clear from evidence on record that the date on which the petitioner was appointed by the respondent does not appear to have been proved by way of evidence. It is also observed while deciding issue no.1 above that respondent has failed in their duty to maintain the relevant record of the petitioner which would have entitled him for benefit in accordance with record. In these circumstances the petitioner is held entitled for reinstatement with the respondent on daily wage basis. He (petitioner) is also held entitled to lump sum compensation of Rs.2 lakh to be paid by the respondent. This issue is decided accordingly.

Issues No. 3, 4 and 5

26. The onus of proving these issues was on the respondent. The maintainability of claim was primarily challenged on ground that the petitioner was merely a part-time, casual, temporary workman who was only called on need basis. Nonetheless the workmanship of petitioner has not been denied. Respondent has failed to keep attendance and mandays record of petitioner. Considering the conciliation proceedings before Labour-cum-Conciliation Officer and the evidence which has been produced before this court the present claim is maintainable and the petitioner is not estopped by his act and conduct to file the claim petition. Hence issues no. 3, 4 and 5 are decided in the favour of the petitioner and against the respondent.

RELIEF

27. In view of my discussion on the issues no. 1 to 5 above, the claim petition succeeds and is partly allowed. The petitioner who no longer drives due to medical reasons is held entitled to lump sum compensation of Rs.3 lakh to be paid by the respondent within 60 days of publication of award. Parties are left to bear their costs.

28. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 18th day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala, (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 74/2024

Date of Institution : 29-11-2024

Date of Decision : 19-12-2025

Shri Manoj Kumar s/o Shri Khajana Ram, r/o Village Ropari, P.O. Jarol, Tehsil Sunder Nagar, District Mandi, H.P. ..*Petitioner.*

Versus

The Divisional Forest Officer (Research) Office at Karnodi, Hospital Road, BBMB Colony, P.O. BBMB Colony, Tehsil Sunder Nagar, District Mandi, H.P. ..*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. S.V. Bhardwaj, Ld. Adv.

For Respondent : Sh. B.C. Katoch, Ld. Dy. D.A.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner.

> "Whether the termination of services of Shri Manoj Kumar s/o Sh. Khajana Ram, r/o Village Ropari, P.O. Jarol, Tehsil Sunder Nagar, District Mandi, H.P. (who has worked on bill basis with the employer, as alleged by the employer) by the Divisional Forest Officer (Research) Office at Karnodi, Hospital Road, BBMB Colony, P.O. BBMB Colony, Tehsil Sunder Nagar, District Mandi, H.P. during July, 2023, without complying with the provisions of the Industrial Disputes Act, 1947, as alleged by workman, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?"

2. The brief facts as stated in the amended claim petition are that the petitioner was engaged as daily wager in March, 2010 by the respondents at their Ropari Forest Nursery, P.O. Jarol, Tehsil Sunder Nagar, District Mandi, H.P. and had worked as such till July, 2023 continuously. It is asserted that petitioner was paid remuneration/wages out of the fund of contingency/State exchequer and their existed master servant relationship between respondent and petitioner. It is asserted that respondent used to keep the record of daily wage employment of petitioner as per rules and regulations. It is asserted that petitioner had worked on daily wage basis w.e.f. March, 2010 till July, 2023 with completion of 240 days of work in each calendar year. It is asserted that on 18th July, 2023 the petitioner had down from a tree at Ropari nursery while trimming branches of tree during course of his employment with the respondent. It is asserted that respondent has not allowed the petitioner to join his duty at Ropari nursery after the accident. The petitioner was under medical treatment but respondent had not provided any kind of financial assistance/claim under labour laws till date. The petitioner has raised demand notice on 24.11.2023 with the respondent as well as Labour Inspector-cum-Conciliation Officer, Sunder Nagar and

initiated the proceedings on 28.2.2023 and respondent had contested the demand of petitioner. It is alleged that the respondent retrenched/terminated the services of petitioner without prior notice and compensation as the petitioner was under medical treatment from the date of his termination. It is asserted that petitioner visited the respondent's office regarding his reinstatement but of no avail. It is asserted that juniors to the petitioner were kept engaged by the respondent but the principles of 'last come first go' was not followed by the respondent. It is asserted that sufficient work and finance was available with the respondent but the services of petitioner were not re-engaged. The petitioner sought the record of his employment under RTI from respondent's office in which it was found that respondent has concealed the full record of daily wage employment of petitioner and changed his service condition without prior notice. The respondent supplied muster roll of petitioner for the months of 7/2012, 8/2012 and 9/2012 only and provided nil information from the year 2010 till 2023. It is asserted that respondent kept the petitioner under impression of working on muster roll basis. It is asserted that petitioner had worked for more than 13 years as daily wager under muster roll however the respondent had not complied with pre-condition of three months prior notice before retrenchment of petitioner. It is alleged that respondent had changed service conditions of petitioner and converted his employment to bill/quotation/tender basis without complying with the provisions of relevant law. No prior notice was ever given to petitioner with regard to change the terms and conditions of employment of petitioner. It is asserted that there is no delay and laches to raise the industrial dispute with the respondent as well as this court. It is therefore prayed that termination dated 7/2023 may be set aside and be declared illegal and respondent be directed to reinstate the petitioner. It is further prayed that change of service condition of service/employment of petitioner from daily waged to bill/tender/quotation basis also be declared illegal and the same may be set aside. The respondent may be directed to consider the daily wager employment of petitioner w.e.f. March, 2010 on muster roll basis till the completion of seven years of his daily wage service as well as to give benefits of work-charge/regularization as per the policy of State alongwith all consequential benefits.

3. In reply to the claim petition preliminary objections qua maintainability, delay and laches, suppression of material facts etc. have been raised. On merits, it is asserted that applicant/petitioner was never engaged as daily waged worker by the respondent department and he had only executed the seasonal forestry works at Forest Research Nursery Ropari purely on quotation/bill basis except for 7/2012 (10 days), 8/2012 (21 days) and 9/2012 (29 days) as the name of petitioner and other individuals working on bill/quotation basis were inadvertently added in muster rolls by the then field staff alongwith already working daily wagers namely Pradeep Kumar, Sohan Lal and Sunder Singh. The petitioner had never worked as daily wager with the respondent department in any calendar year for 240 days as claimed by him. It is asserted that the contention of petitioner was false and even for the month of July, 2012 quotation was filled by petitioner. It is asserted that falling down of the petitioner from tree at Ropari was denied for want of knowledge as the petitioner was not engaged by the respondent department at that time. It is alleged that the nursery work of Forest Research Nursery Ropari was allotted to contractor Shri Darshan Singh on the lowest quotation basis as per availability of work and funds. The petitioner was hired by the contractor at that time as well as payment was made by the contractor Darshan Singh *vide* cheque no.061193 dated 5.9.2023. Neither the petitioner was engaged as daily wager nor he was the employee of respondent department at any stage and all the works under Forest Research Division Sundernagar was executed purely on lowest quotation/tender basis. It is asserted that petitioner had executed the seasonal forestry works at Forest Research Ropari purely on quotation/bill basis except for the months of 7/2012, 8/2012 and 9/2012. It is asserted that petitioner had not completed 240 days in any calendar year. Other parawise averments made in the petition were denied and it is prayed that the claim of the petitioner deserves to be dismissed.

4. No rejoinder was filed on behalf of the petitioner.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the termination of services of the petitioner (who has worked on bill basis with the employer) by the respondent during July, 2023 without complying with the provisions of the Industrial Disputes Act, 1947, is/was illegal and unjustified, as alleged?

2. If issue no.1 is proved in affirmative, to what amount of back wages, past service benefits, seniority and compensation the petitioner is entitled to from the respondent/employer? . .*OPP.*

3. Whether the claim petition bad on account of delay and laches, as alleged? . .*OPR*.

4. Whether the petitioner has not come to the Court with clean hands and has suppressed the material facts, as alleged? . .*OPR.*

Relief.

6. The petitioner in order to prove his case has examined himself as PW and produced on record his affidavit Ext. PW1/A. He has also produced on record copy of demand notice Ext. PW1/B, receipts Ext. PW1/C, copy of reply of RTI applications Ext. PW1/D, copy of application under RTI Ext. PW1/E and copy of muster rolls Ext. PW1/F.

7. Respondent on the other hand has examined Shri Surender Singh, Divisional Forest Officer, Division Sunder Nagar as RW1 by way of affidavit Ext. RW1/A. He has also produced on record the documents i.e. copy of letter dated 18.1.2010 Ext. RW1/B, copy of seniority list as on 30.11.2011 Ext. RW1/C, copy of quotations/Bills Ext. RW1/D, copy of payments made to Manoj Kumar by Darshan Singh Ext. RW1/E, copy of quotations/bills paid to contractor Manoj Kumar (petitioner) Ext. RW1/F, copy of quotations and bill paid to Manoj Kumar Ext. D1, copy of payments received by Manoj Kumar Ext. RW1/G, copy of notifications regarding wage rate Ext. RW1/H, copy of muster rolls Ext. RW1/J and copy of bills and quotations Ext. RW1/K.

8. I have heard the learned Counsel for the petitioner as well as learned Dy. D.A. for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	: Partly Yes
Issue No.2	: Decided accordingly
Issue No.3	: No
Issue No.4	: No
Relief.	: Claim petition ispartly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No.1

10. The petitioner asserted in his affidavit that he has worked with respondent on daily wage basis w.e.f. March, 2010 till July, 2023 and working 240 days in each calendar year. On inquiry he found that respondent has supplied the muster rolls only for 7/2012, 8/2012 and 9/2012. He alleges that when his service condition were changed and respondent converted his employment to bill/quotation/tender basis. He has continuously worked with the respondent by completing 240 days in each calendar year and his termination in July, 2023 was violative of the Industrial Disputes Act, 1947.

11. RW1 Shri Surender Singh, Divisional Forest Officer, Sundernagar has submitted that petitioner had never worked as daily wage labourer as per seniority list of Suket Forest Division upto 30.11.2011. He has executing seasonal forestry work at forest research nursery Ropari on quotation/bill basis except for the months of 7/2012, 8/2012 and 9/2012 when the name of the petitioner and another person was added in the muster rolls by the then field staff along-with daily wagers. The petitioner has worked on bill basis in 2012 also. He further states that during May, 2023 upto July, 2021 the nursery work was awarded to one Shri Darshan Singh who made payment to petitioner *vide* cheque no. 061193 dated 5.9.2023. He has also given instance of the petitioner having worked on bill basis and sometime receiving more payment that what he would have received if appointed on daily wage in 30 days in accordance with the daily wages of the relevant period. He has denied that petitioner has completed 240 days of work in each calendar year.

12. It is not a disputed fact that respondent has produced muster roll of work done by the petitioner on 7/2012, 8/2012 and 9/2012. The contention of the respondent is that this was mistake by field staff however there is no correspondence or any letter whereby it is mentioned that the work done by the petitioner was wrongly recorded as daily wager due to mistake of field staff. Admittedly the petitioner was paid through government treasury. Subsequently the petitioner is shown to have been worked on bill basis and as per RTI reply of the department no further muster rolls were prepared in respect of the work done by the petitioner.

13. RW1 Shri Surender Singh has admitted that no notice was issued to petitioner when his services were changed to bill basis. This exposes the violation of Section 9-A of the Industrial Disputes Act,1947. Learned Dy. D.A. has argues that petitioner has never worked thereafter on muster roll basis and this fact is clear from consolidated record of payment received by Sh. Manoj Kumar in lieu of seasonal forest works from 7/2012 to 9/2012. *Vide* Ext. RW1/G the detail of payment made and comparative detail of wages prevalent at the time of payment have been shown. It is submitted that sometimes payment made to petitioner has exceeded the monthly payment of daily wages. It is argued that this record show that work was done by petitioner only on bill basis.

14. The copies of the various bills of forest department and quotation *vide* which payment was made to petitioner has been produced on record. The petitioner has denied that the payment was made to him on the basis its quotation he gave to the department. He has denied his signatures over the application Mark-D1. He has also shown his ignorance to the suggestion that of Dharam Chand and Tara Devi has given similar quotation to the department. He has shown his ignorance to the suggestion that one Darshan Singh worked on bill basis and sublet the work to him and Darshan Singh also gave certificate to the department. He has denied that cheque Mark-D was received by him though he asserts that the amount was deposited in his account. He has denied that he was the employees of Darshan Singh and asserts that he was kept by the guard. He has denied that he worked on quotation basis and was employee of Darshan Singh and he denied that he received payment only on the basis of bill. He has also shown his ignorance payment Ext. D2. Different bills produced by respondent appear to be in different handwriting and neither department has mentioned the number of days in which work was got completed.

15. This court has to consider whether employer employee relationship between the petitioner and respondent existed or whether the work done on bill basis was merely a sham contract. Petitioner has asserted that he was employed on daily wage basis by the respondent, subsequently his condition of service was changed unilaterally without his knowledge and notice. He also alleges that respondent has not kept record of his mandays and learned counsel for the petitioner has alleged that this amounts to violation of the Industrial Disputes Act, 1947. It is not the contention of the respondent that petitioner was not working with the respondent nor the petitioner had worked under the direct control and supervision of the respondent. No written contract between the petitioner and the respondent has been produced on record. Petitioner has shown ignorance to the bills produced on record and he is not confronted with these documents during his cross-examination. With respect to Ext. D1, D2 and Mark-D he has completely denied the execution of these documents. This implies that the bill basis was introduced without serving notice to the petitioner and in order to avoid to give him benefits of regular service. The respondent has failed to prove signatures of petitioner on any of the bill and receipt produced on the record by them. As already mentioned above the fact that petitioner has worked for respondent department is not disputed but the manner in which employment was generated is alleged to be on the basis of quotation. After 2021 also the petitioner continued to carry out the work of forest department and again the service condition was changed showing that he was employed through a contractor Darshan Singh. Respondent has vehemently denied that petitioner had completed 240 days of work in any calendar year but they failed to keep on record of mandays of work done by the petitioner. In these circumstances the petitioner could not produce the records of employment of more than 240 days in the calendar year. Not only this but also on the basis of bills, record of payment issued to the petitioner it can safely be held that the petitioner had continuously worked with department though the service condition was continuously changed without any notice. The Hon'ble High Court of H.P. in **Ram Singh vs. State of Himachal Pradesh and others in CWP No.789 of 2024, decided on 4.7.2024** has observed in para nos. 5 and 6 as follows:—

> "5. It is not in dispute that the petitioner is serving with the respondents Department since 2015 continuously by putting in more than 240 days in each calendar. It appears that in order to deny such kind of workmen, the benefits of regularization, respondent-State has come with the nomenclature of "bill basis" but, fact of the matter still remains that be it a daily wager or a bill basis worker, he is serving the Department regularly putting in more than 240 days in each calendar.
>
> 6. This Court of the considered view that the distinction, which is now being created by the respondents Department between a daily wage worker and a bill base worker is violative of Article 14 of the Constitution of India. Be it a daily wage worker or a bill base worker, he is rendering the same service to the Department. Therefore, in the absence of their being any intelligible differentia between a daily wage worker and bill base worker, the classification that has been made by the Department cannot pass the touch stone of Article 14 of the Constitution of India".

16. Hon'ble High Court of Calcutta in **Hooghly Infrastructure Pvt. Ltd. vs. Sk. Alam Ismail & Ors. as WPA28770 of 2024** has held in paras 15,16 and 17 as follows:-

> ***"15. Section 25D of the Industrial Disputes Act, lays down:- "25D. Duty of an employer to maintain muster rolls of workmen.-*** *Notwithstanding that workmen in any industrial establishment have been laid-off, it shall be the duty of every employer to maintain for the purposes of this Chapter a muster-roll, and to provide for the making of entries therein by workmen who may present themselves for work at the establishment at the appointed time during normal working hours."*

16. In Ranbir Singh vs. S.K. Roy, Chairman, Life Insurance, in Misc. Application No. 1150 of 2019, decided on 27 April, 2022*, the Supreme Court held:- "…….25. It is settled principle of law that while considering the order/judgment of Constitutional Court, this Tribunal is required to keep in mind entire spectrum of the orders as well as background of the case. It is not proper to cull out a single para or a sentence from the order/judgment so as to defeat the very purpose of the order so passed by Hon'ble Supreme Court. If the orders dated 11/5/2018, 7/9/2018 and 10/9/2018 are taken into consideration, it is crystal clear that claims of all such workmen and Union/s who worked as Badli workers during the period from 20/5/1985 to 4/3/1991 are required to be considered by this Tribunal. Although I am in full agreement with the submission made on behalf of the PART B Management/LIC that initial onus is always upon the workmen concerned to prove that they were in the employment of the Management at the relevant time, however 9 not this Tribunal cannot ignore the fact that UC has filed on record any document/record relating to employment of various workmen rather has simply taken a plea that same being old record is not traceable." 22 The Dogra Report noted that LIC had admitted that 321 workers were found to be eligible for absorption in terms of the Srivastav Award. The report found fault with LIC for making contradictory claims that 321 workers were eligible for absorption when the records of workers were allegedly old and not traceable. The Dogra Report drew an adverse inference against LIC for having failed to maintain the records in pursuance of the burden cast upon it by Section 25-D of the ID Act, particularly when the reference was pending since 1991. Paragraph 29 of the report is extracted below:*

"29) During the course of arguments as well as in the reply filed on behalf of the Management/LIC, it is clear that Management has admitted that till date 321 Nos. of employees were found to be eligible in terms of the Award and they were considered eligible for absorption. It is not understandable to this Tribunal as to what were the basis for the Management/LIC for coming to the conclusion that only 321 Nos. of workmen/employees were found to be eligible and covered by the Award of CGIT in ID case No.27/1991, when the Management has come up with a plea that record relating to the workmen being old record is not traceable. It is worthwhile to mention here that Section 25 D of the ID Act specifically provides that it is the duty of every Employer to maintain a muster roll and to provide for the making of entries therein by the workmen who may present themselves for work at the establishment. This Tribunal has to keep in mind a vital fact that since the reference bearing ID No.27/1991 is pending before various Courts since 1991, the Management/LIC was/is required to keep the record in safe custody when the case of such a huge magnitude was PART B pending before the Courts. In such circumstances, this Tribunal is constrained to draw adverse inference 10 against the management." 23 Based on the above hypothesis, the report proceeded to decide "prima facie" the claims of the Unions and individual workers. While taking up the claims made by the All India Life Insurance Employees Association and its affiliate, Life Insurance Employees Association, Delhi, the report notes that 6998 claims had been filed (as contained in Annexure A). Upon scrutiny, LIC drew the attention of the CGIT to the fact that 3592 duplicate entries were found in the claims which were submitted (as contained in Annexure A-1). Noting that the "Unions have not seriously disputed the same", the Dogra Report concludes that "such claimants are to be given benefit of absorption only once". The Dogra Report also notes that workers who had started working beyond the cut-off date of 4 March 1991 would not be covered in the enquiry. This observation in the Dogra Report was in view of the order of this Court in the contempt proceedings arising out of the review of TN Terminated Employees Association (supra) on 7 September 2018, which had specifically observed that whether the benefit of the Srivastav Award should be given to those who had been engaged as badli workers after 4 March 1991 was a matter for interpretation by this Court. Hence, for the time being, CGIT had been directed to limit its

enquiry only to the claims for the period between 20 May 1985 and 4 March 1991 (as contained in Annexure A-2). In this context, the Dogra Report held that those workers who had commenced work after 4 March 1991 would not be covered by its enquiry.

In State of Haryana & Ors. etc. etc. vs. Piara Singh & Ors. etc. etc., (JT 1992(5) S.C. 179), the Supreme Court indicated how regularization of adhoc/temporary employees in Government and Public Sector Undertakings should be effected. While PART D laying down the guidelines in this behalf, this court observe in paragraph 43 as under:—

"The normal rule, of course, is regular recruitment through the prescribed agency but exigencies of administration may sometimes call for an adhoc or temporary 11 appointment to be made. In such a situation, effort should always be to replace such an adhoc/temporary employee by a regularly selected employee as early as possible.

.

Such a temporary employee may also compete along with others for such regular selection/appointment. If he gets selected, well and good, but if he does not, he must give way to the regularly selected candidate.

The appointment of the regularly selected candidate cannot be withheld or kept in abeyance for the sake of such an adhoc/temporary employee."……"

17. In the present case, the respondent no. 1 has served continuously as a badli/casual worker for 37 years in permanent posts and has produced documents in support. The petitioner/company was bound to produce the documents as required to be maintained under Section 25D of the Act. (Ranbir Singh vs. S.K. Roy, Chairman, Life Insurance, (Supra)

17. The facts of the present case revealed that petitioner is proved to have been engaged by the respondent in the year 2012 when his muster rolls prepared for three months subsequently also petitioner is shown to have worked with respondent on different intervals. There is nothing on record to show that respondent was devoid of any work and funds due to which they could not provide the work to the petitioner continuously. There is no evidence of the seasonal nature of work being done by the respondent. It appears that the initial employment of the petitioner was on daily wage basis was converted to bill/quotation basis without mandatory compliance of Section 9-A of the Industrial Disputes Act, 1947 and subsequently the petitioner was made to work on the basis of his employment being effected through contractor. As already mentioned above there are no documents to show the consent/or notice to the petitioner on the basis of which his condition of service were changed. Finally respondent terminated the services of petitioner without mandatory compliance of the basic provisions of the Industrial Disputes Act, 1947. Thus the issue no.1 is decided in the favour of the petitioner.

Issue No.2

18. It has been discussed in detail while deciding issue no.1 above that respondent has changed service condition of the petitioner without compliance of mandatory provisions of the Industrial Disputes Act, failed to keep monthly record of the working days of the petitioner and finally terminated his services without any compliance of Section 25-F of the Industrial Disputes Act. As already mentioned above the exact record of the mandays of petitioner could not be proved before this court, in these circumstances the petitioner is held entitled for reinstatement with the respondent on daily wages from July, 2023 and also entitled to compensation to the sum of Rs.2 lakh for his illegal change of service conditions, illegal termination and violation of the provisions

of the Industrial Disputes Act, 1947. Hence issue no.2 is decided accordingly in the favour of petitioner.

Issues No.3 and 4

19. The onus of proving these issues was on the respondent. The petitioner has preferred demand notice and the subsequent claim on the basis of alleged illegal termination and nothing appears from the oral and documentary evidence to prove that petitioner has suppressed the material facts from this court and hence issues no.3 and 4 are decided against the respondent and in the favour of petitioner.

RELIEF

20. In view of my discussion on the issues no. 1 to 4 above, the claim petition succeeds and is partly allowed. The petitioner is held entitled for reinstatement forthwith with the respondent on daily wages from July, 2023 and also entitled to compensation to the sum of Rs.2 lakh for his illegal termination and violation of the provisions of the Industrial Disputes Act, 1947. Parties are left to bear their costs.

21. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official Gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 19th day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala, (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 22/2024

Date of Institution : 02-5-2024

Date of Decision : 22-12-2025

Shri Karambir Singh s/o Shri Bhag Singh, r/o Village Bang Banial, P.O. Sunhet, Tehsil Dehra, District Kangra, H.P. *..Petitioner.*

Versus

The Managing Director, M/S Maharishi Enterprises, Dehra, Tehsil Dehra, District Kangra, H.P. *..Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Ankur Chawla, Ld. Adv.

For Respondent : Sh. Umesh Nath Dhiman, Ld.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:—

> "Whether the demand raised by Shri Karambir Singh s/o Shri Bhag Singh r/o Village Bang Banial, P.O. Sunhet, Tehsil Dehra, District Kangra, H.P. who has been engaged as Security Supervisor at Civil Hospital Dehra not to transfer his services from Civil Hospital, Dehra to Civil Hospital, Dharamshala *vide* transfer order dated 28.03.2023 before the Managing Director, M/S Maharishi Enterprises, Dehra, Tehsil Dehra, District Kangra, H.P. is legal and justified? If yes, what relief of past service benefits and seniority the above worker is entitled to from the above employer/management? If not, what its legal effects?"

2. The brief facts as stated in the claim petition are that petitioner is permanent resident of Bang Banial, P.O. Sunhet, Tehsil Dehra, District Kangra, H.P. is an Ex-serviceman. He was engaged by respondent Maharishi Enterprises, registered contractor as security supervisor in Civil Hospital Dehra, Tehsil Dehra, District Kangra, H.P. for the security of staff and medical officers on 27.3.2022 on payment of Rs.11200/- per month in cash through bank account no.55160568255 and contribution of Rs.1500/- was assured to be made towards provident fund to his account. His interview was got conducted by SMO Dehra and committee constituted by the Civil Hospital Dehra, District Kangra H.P. The house of petitioner who had retired from army was located near Civil Hospital Dehra he was never informed at the time of his engagement as security supervisor at Civil Hospital Dehra that he can be transferred to any other place other than Civil Hospital Dehra. It is alleged that no prior notice or any opportunity being heard was given to before the petitioner's service was transferred to Zonal Hospital Dharamshala vide reference no.ME/SEC/76/23 dated 28.3.2023 which was served upon the petitioner on 1.4.2023 while he was on duty as security supervisor at Civil Hospital Dehra. According to petitioner he was performing his duty efficiently and was appreciated by the administration, staff as well as medical officers. His performance was also appreciated by Senior Medical Officer of Civil Hospital Dehra vide office letter No.HW/H(SMODEHRA)GEN/2023/-3314 dated 31.3.2023 addressed to the respondent as well as Chief Medical Officer Dharamshala. Respondent in pursuance to the reference which has been made by SMO Dehra mentioned in the reply that petitioner being Ex-serviceman is being transferred to Zonal Hospital Dharamshala due to requirement of Ex-serviceman and one Shri Parkash Chand s/o Haria Ram who is also an Ex-serviceman was appointed as substitute of petitioner to Civil Hospital Dehra on 1.4.2023. The services of Parkash Chand was already terminated a year back and his tenure of seven years was found to be unsatisfactory by the authorities. Petitioner alleges that his transfer was illegal, arbitrary and against the terms and conditions orally explained to him at the time of his engagement. He was transferred without any prior notice without any opportunity of being heard. He has also alleged that transfer was made as an instrument to remove him from service and give undue advantage to Parkash Chand. Petitioner served a demand notice to the respondent management. The respondent filed reply to demand notice under Section 2K of the Industrial Disputes Act, 1947 on 25.4.2024. Conciliation proceedings failed in the office of Labour Inspector, Dehra and report under Section 12 Clause (4) of the Industrial Disputes Act, 1947 was submitted by the Labour-*cum*-Conciliation Officer and Deputy Labour Commissioner, H.P. referred the matter to this Tribunal for further adjudication. The petitioner has prayed that the demand raised by him by way of demand notice may be granted in his favour. He has rendered continuous service with the management since the year 2022 till 1.4.2023 and his termination may be declared as illegal and unauthorized. He has also alleged that

respondent management be also held liable for violation of Section 25-F, 25-FF, 25-G and 25-H of the Industrial Disputes Act, 1947 and directed to reinstate the services of petitioner along-with all consequential service benefits, arrears of difference of wages in the interest of justice.

3. In reply to the claim petition on behalf of respondent preliminary objections qua maintainability, estopple, cause of action, suppression of material facts have been raised. It is alleged that the petition is barred by limitation and has been filed by the petitioner just to harass the respondent and linger on the matter. On merits, the averments regarding the appointment of petitioner have not been denied. It is asserted that petitioner was engaged by respondent on the basis of joining letter/agreement dated 24.3.2022 and he left the job of his own will after receiving full and final payment. It is further submitted that petitioner was not a regular employee of the respondent and his services being engaged on contractual employment as per joining letter/agreement dated 24.3.2022. It is denied by the respondent that the services of petitioner were transferred arbitrarily without prior notice and without giving any opportunity of being heard to Zonal Hospital Dharamshala. In-fact respondent served the transfer notice to the petitioner through registered letter dated 28.3.2023 which was duly received by petitioner. Again on 31.3.2023 petitioner received the transfer order in the office of SMO Dehra in front of SMO. On 28.3.2023 petitioner filed complaint against respondent before the office of SMO, Dehra regarding his transfer and on 31.3.2023 respondent filed reply to the complaint of petitioner to provide services in Dharamshala and letters were also given to him. In addition to it respondent was ready to pay additional salary of Rs.2000/- and accommodation was available in Dharamshala but petitioner did not listen to the respondent and himself left the job. On 5.3.2023 through registered letter respondent again requested the petitioner but the petitioner did not bother to attend his job. Respondent has denied that petitioner was performing his duty efficiently and was being appreciated by administration staff and medical officers. Senior Medical Officer, Civil Hospital Dehra had only asked for substitute in place of petitioner whereby Parkash Chand who had already worked but left due to his personal reasons was again appointed as security supervisor in Civil Hospital Dehra on 1.3.2023 and is still serving in the same place. Respondent has denied that petitioner was transferred arbitrarily, illegally and against the terms and conditions explained to him during his interview as security supervisor. It is also denied that transfer was made as tool to remove from his service by giving undue advantage to Parkash Chand. In-fact transfer of petitioner is alleged to be made in accordance with the terms and conditions of joining letter dated 24.3.2022 and in accordance with law. Other averments parawise made in the petition were denied and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In replication preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the demand raised by the petitioner before the respondent is/was legal and justified as alleged? . .*OPP*.

2. If issue No.1 is proved in affirmative, to what service benefits the petitioner is entitled to? . .*OPP*.

3. Whether the claim petition is not maintainable, as alleged? . .*OPR*.

4. Whether the petitioner has not come to the court with clean hands and suppressed the material facts, as alleged? . .*OPR*.

5. Whether the petitioner is estopped by his act and conduct to file the present petition, as alleged? . .*OPR*.

6. Whether the petitioner has no cause of action to file the present petition, aalleged? . .*OPR*.

7. Whether the petition is barred by limitation, as alleged? . .*OPR*.

8. Whether this court has no jurisdiction to entertain and try the presenpetition,asalleged? . .*OPR*.

Relief.

6. The petitioner in order to prove his case has produced his affidavit Ext.PW1/A. He has also produced on record copy of joining letter dated 24.3.2022 Ext. PW2/B, copy of letter dated 28.3.2023 Ext. PW1/C, copy of letter dated 31.3.2023 Ext. PW1/D, copy of appointment of Prakash Chand Ext. PW1/E, copy of letter dated 1.4.2023 Ext.PW1/F, copy of letter dated 5.4.2023 Ext.PW1/G, copy of legal notice dated 1.4.2023 Ext.PW1/H, copy of postal receipt Ext. PW1/K, copy of reply to demand notice Ext. PW1/L and copy of rejoinder to demand notice Ext. PW1/M. Petitioner has also examined Shri Gurmeet Singh, Senior Medical Officer, Dehra as PW2 who has deposed that the act and conduct as well as performance of petitioner was appreciable. He issued letter Ext. PW2/A and also states that during his service no security personal was transferred.

7. Respondent has examined Shri Rahul Sahotra who has appeared in the witness box as RW1 and reiterated the facts stated in the reply by way of affidavit Ext. RW1/A. He has also produced on record joining letter already exhibited as Ext. PW1/B, copy of transfer letter already exhibited as Ext. PW1/C, copy of postal receipt dated 28.5.2023 Ext. R-4, copy of transfer letter dated 28.3.2023 received by the petitioner Ext. R-5, copy of notice dated 5.4.2023 already exhibited as Ext. RX, postal receipt Ext. R-6, copy of letter dated 31.3.2023 received by the petitioner already exhibited as Ext. PW1/E, signatures of the petitioner marked in red circle are Ext. R-7, copy of reply dated 1.4.2023 already exhibited as Ext. PW1/F, letter dated 28.3.2023 Ext. R-8, signatures of the petitioner marked in red circle as Ext. R-9, copy of letter dated 31.3.2023 already exhibited as Ext. R-1, copy of reply to the demand notice dated 25.4.2023 already exhibited as Ext. PW1/L, copy of notification of state government already exhibited as Ext. R-3, copy of Aadhar card of the petitioner already exhibited as Ext. R-4 as a date of birth.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : No

Issue No.2 : No

Issue No.3 : Yes

Issue No.4 : Yes

Issue No.5 : Yes

Issue No.6 : Yes

Issue No.7	: Unpressed
Issue No.8	: Unpressed
Relief.	: Claim petition is dismissed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1 and 2

10. Both these issues are taken up together for the purpose of adjudication.

11. It is not disputed fact that the petitioner was appointed as security supervisor by the respondent company and appointed at Civil Hospital Dehra. It is also not disputed that the salary of the petitioner was Rs.11200/- per month with contribution of Rs.1500/- to the provident fund. It is also not disputed that at the time of his appointment an interview was got conducted by SMO Dehra and committee for appointment was present. The petitioner in his deposition has alleged that he was working to the satisfaction of the administration staff and medical officers of Civil Hospital Dehra. He has also alleges that his transfer by the respondent was unreasonable malafide and with an intention to force him to quit his job. He has also stated that at the time of his transfer a letter was written by SMO Dehra asking the respondent reasons for his transfer. Learned Counsel on behalf of petitioner vehemently argued that prior to the petitioner no security personal was ever transferred by respondent from Civil Hospital Dehra to another place. He has also asserted that at the time of appointment of petitioner he was assured that he would not be transferred to another place.

12. Learned Counsel for the respondent however submitted that appointment of the petitioner was made on the basis of joining letter Ext. PW1/B. The joining letter Ext. PW1. B clearly shows the various conditions of service and transfer to which petitioner was bound to comply with the during course of his services with the respondent. Condition no.3 of the letter Ext. PW1/B clearly provides that "*his/her services are liable to transferable at any time on our another work place".* It is submitted by the petitioner that prior to him no security personal has ever been transferred from Civil Hospital Dehra. Petitioner has examined PW2 Shri Gurmeet Singh who was posted as a Senior Medical Officer, Dehra. He has also stated that during course of his services no security personal has been transferred. He has deposed regarding act, conduct as well as performance of the petitioner being appreciable in nature. It has been consistently argued on behalf of the petitioner that SMO Dehra had written a letter enquiring about the transfer of petitioner by the respondent. However PW2 Gurmeet Singh has admitted in his cross-examination that vide letter written to the respondent he has asked for the appointment letter of the petitioner from the respondent in order to as to why he was being transferred. Petitioner has alleged that at the time of transfer he was not given any notice or time to reflect whether he would join at new place or not. He has further admitted that he never gave joining at Dharamshala. RW1 Shri Rahul Sahotra has explained the reasons behind the transfer of petitioner in his affidavit. He deposed that there was need of experienced Ex-serviceman security guard at Zonal Hospital Dharamshala due to which he (petitioner) was transferred from Dehra to Dharamshala. SMO Dehra had asked for regular substitute security guard due to which Prakash Chand was appointed on the place of petitioner. It is pertinent to mention here, though petitioner has denied that he had no knowledge about terms and conditions of appointment letter Ext. PW1/B however this document has been produced by the petitioner at the time of filing of claim. It is the contention of the respondent that even though this document does not bear the signature of petitioner it was handed over to the petitioner at the time of his appointment. No other reasonable explanation have been given by the petitioner as to how he received appointment letter which clearly implies that at the time of his appointment he was aware

of the contents of the appointment letter on the basis of which his appointment was being made. It is alleged by the petitioner that his transfer was with malafide motive with a view to force him to quit his job. Here it would be pertinent to mention that according to respondent RW1 Shri Rahul Sahotra there was need of experienced security supervisor as per new tender at Zonal Hospital, Dharamshala. Since the work and conduct of the petitioner was good and they were ready to provide salary increase of Rs.2000/- the transfer was necessary. He has admitted that transfer does not mention the salary increase however he has also clarified that increase in the salary was disclosed before Labour-*cum*-Conciliation Officer which fact is not controverted in his cross-examination. He has also submitted that tender for Dharamshala Zonal Hospital was given to them in 2023-2024 which also explains the reason as to why the transfer of petitioner got conducted in the year 2023 and not earlier. The Hon'ble High Court of H.P. in **Ramesh Kumar vs. Food Corporation of India, 2013 LLR 709** has laid down the following criteria regarding the transfer of employee by the management as follows:—

> "In view of the above, the legal position on the issue of transfer can be summarized as under:- 1) Transfer is a condition of service.
>
> 2) It does not adversely affect the status or emoluments or seniority of the employee
>
> 3) The employee has no vested right to get a posting at a particular place or can choose to serve at a particular place for a particular tenure.
>
> 4) It is within the exclusive domain of the employer to determine as to at what place and for how long the services of a particular employee are required. 5) Transfer order should be passed in public interest or administrative exigency, and not arbitrarily or for extraneous consideration or for victimization of the employee nor it should be passed under political pressure.
>
> 6) There is a very little scope of judicial review by the Court / Tribunal against the transfer order and the same is restricted only if the transfer order is found to be in contravention of the statutory Rules or mala fides is established.
>
> 7) In case of mala fides, the employee has to make specific averments and should prove the same by adducing implacable evidence.
>
> 8) The person against whom allegation of male fide is alleged is to be impleaded as a party by name.
>
> 9) Transfer policy or guidelines issued by the State or employer does not have any statutory force as it merely provides for guidelines for the understanding of the Departmental personnel.
>
> 10) The Court does not have a power to annul the transfer order only on the ground that it will cause personal inconvenience to the employee, his family members and children as consideration of this issues fall within the exclusive domain of the employer.
>
> 11) If the transfer order is made in mid-academic session of the children of the employee, the Court / Tribunal cannot interfere. It is for the employer to consider such a personal grievance".

> "14. The Hon'ble Supreme Court in State of Haryana & Ors., versus Kashmir Singh & Anr., (2010) 13 SCC 306, has observed that the Court should not interfere with purely

administrative matters except where absolutely it is necessary on account of violation of any fundamental or other legal right. The Hon'ble Supreme Court has also reiterated the law in Registrar General, High Court of Judicature of Madras versus R.Perachi & Anr., (2011) 12 SCC 137, by observing that transfer is an incident of service and if transfer is made on administrative grounds and judicial review is limited and the High Court has not to interfere with the transfer lightly".

13. The Hon'ble Supreme Court in **The Tamil Nadu Agricultural University & Anr. vs. R. AGILA ETC.** in **Special Leave of Appeal (Civil) Nos. 13070-13075 of 2022** has held in paras no.3,4 and 7 as follows:—

"3. It is established as a part of service law jurisprudence that transfer is an exigency of service. As such, when a person becomes an employee of the Government, the incidence of transfer becomes inherent in the terms of service unless it is specially barred under certain provisions governing conditions of service.

4. Under such terms and conditions of service, an employee has no right to remain absent or refuse to join the new place of transfer once relieved from their current place of posting. The employee is entitled to avail all available remedies for redressal of grievances, but it does not entitle them to not comply with the transfer orders. The employee is well within his rights to join the transferred place of posting and still continue to avail the remedies available under the law for redressal of his grievances against the transfer.

7. We also find it relevant to quote here a judgment of this Court on the same subject in Tushar D. Bhatt vs. State of Gujarat, (2009) 11 SCC 678

"16. The legal position has been crystallised in a number of judgments that transfer is an incidence of service and transfer are made according to administrative exigencies.

17. In the instant case, in the entire tenure of more than 18 years, the appellant was only transferred twice. The appellant's transfer order cannot be termed as mala fide. The appellant was not justified in defying the transfer order and to level allegations against his superiors and remaining unauthorisedly absent from official duties from 11-10-1999 to 27.4.2000 i.e. more than six months. In the interest of discipline of any institution or organization such an approach and attitude of the employees cannot be countenanced.

18. In Gujarat Electricity Board vs. Atmaram Sungomal Poshani [(1989) 2 SCC 602: 1989 SCC (L&S) 393: (1989) 10 ATC 396: AIR 1989 SC 1433] this Court had an occasion to examine the case of almost similar nature. This Court observed as under:—

"4. ....Transfer from one place to other is necessary in public interest and efficiency in the public administration. Whenever, a public servant is transferred he must comply with the order but if there be genuine difficulty in proceeding on transfer it is open to him to make representation to the competent authority for stay, modification or cancellation of the transfer order. If the order of transfer is not stayed, modified or cancelled the public servant concerned must carry out the order of transfer. In the absence of any stay of the transfer order a public servant has no justification to avoid or evade the transfer order merely on the ground of having made a representation, or on the ground of his difficulty in moving from one place to the other. If he fails to proceed on transfer in compliance with the transfer order, he would expose himself to disciplinary action under the relevant rules, as has

happened in the instant case. The respondent lost his service as he refused to comply with the order of his transfer from one place of the other".....

14. Similarly Hon'ble Supreme Court in **U.P. Singh vs. Punjab National Bank, 2024 LLR 119** has held in para 10 as follows:—

"10. A person aggrieved by the order of transfer cannot sit at home and decide on his own that the order is illegal or erroneous and he will not comply with the same. If the workman had any grievance, he could have availed of his remedy available against the same; otherwise, he was duty-bound to comply with the same. Failure to avail of any remedy also would mean that he had accepted the order and was duty-bound to comply with the same. At a later stage, he could not take a plea that the order being erroneous, no consequence would follow for its non-compliance".

15. In addition to the above evidence there is no separate oral and documentary evidence in order to prove that transfer of petitioner was motivated due to ill-will and was against the provisions of law. Transfer of petitioner was in accordance with the contents of his appointment letter, on account of need of experienced security supervisor at Zonal Hospital Dharamshala after new tender made in favour of the respondent for the year 2023-2024. The above evidence does not prove that the demand of petitioner to not to transfer his services from Civil Hospital Dehra to Zonal Hospital Dharamshala was legal and valid. Accordingly issues no.1 and 2 are decided in the favour of respondent and against the petitioner.

Issues No.3,4, 5 and 6

16. The onus of proving this issue was on the respondent. Respondent has contended that the transfer of the petitioner was in accordance with terms of employment and as per the conditions of appointment letter issued to petitioner at the time of his appointment. The petitioner has produced the appointment letter Ext. PW1/B but has shown his ignorance with regard to the terms and conditions of his employment. Petitioner has not been able to establish that his transfer was a result of ill-will or malafide intent on the part of respondent employer. Moreover considering the contents of appointment letter petitioner is estopped by his act and conduct to file the present claim and the same is not maintainable. Hence issues no.3 to 6 are accordingly decided in the favour of respondent.

Issues No.7 and 8

17. The onus of proving these issues was on the respondent. No specific averments has been raised neither any evidence has been led to show that petition is barred by limitation thus these issues had not been pressed at the time of arguments, hence issues no.7 and 8 are recorded as unpressed.

RELIEF

18. In view of my discussion on the issues no. 1 to 8, the claim made on behalf of the petitioner is not maintainable and the same is dismissed. Parties are left to bear their costs.

19. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official Gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 22nd day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal ,*
Kangra at Dharamshala, (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Reference No. : 40/2024

Date of Institution : 05-9-2024

Date of Decision : 22-12-2025

Smt. Anjana Devi w/o Shri Raj Kumar, r/o Village Kanol, P.O. Salli, Tehsil Darini (Shahpur), District Kangra, H.P. ..*Petitioner.*

Versus

The Contractor, M/S Him Personal Consultancy, NH-20, V.P.O. Bhatu Samula, Tehsil Palampur, District Kangra, H.P. ..*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Santosh Kumar, Ld. Legal Aid Adv.

For Respondent : Sh. Apoorav Bharti, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner.

"Whether the termination of services of Smt. Anjana Devi W/O Shri Raj Kumar, R/O Village Kanol, P.O. Salli, Tehsil Darini (Shahpur), District Kangra, H.P. *vide* termination letter/order dated 23.2.2023 after paying full and final dues by the Contractor, M/S Him Personal Consultancy, NH-20, V.P.O. Bhatu Samula, Tehsil Palampur, District Kangra, H.P., without complying with the provisions of the Industrial Disputes Act,1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?"

2. The brief facts as stated in the claim petition are that petitioner being a woman from a poor family and not having sufficient income was interviewed and appointed byrespondent/Consultancy for working on the post of housekeeper on monthly wages of Rs.9000/- per month. After agreed terms and conditions of offer of respondent she consented for the job and offer letter was issued in her favour. She was also issued identity card on 12th December, 2021 which described date of employment as 13.12.2021. Respondent had directed the petitioner to provide services in the ropeway at Dharamshala w.e.f. 13.12.2021 onwards. Subsequent she came to know that her services have been transferred to the contractor whereas at the time of her joining as housekeeper the respondent consultancy had told that she would be working as housekeeper in their office in Palampur. When she enquired about it she was informed that this was temporary arrangement and she would be recalled at consultancy office Palampur. This however did not happen after she starting her work with contractor at ropeway namely Shri Sunil Thapa. She alleges that Sunil Thapa started ill treating her and misbehaved with her, he abused her without any fault of her and still she continued to work in this manner for about six months. She was directed to work for 20 days at Dharamshala ropeway and 10 days at Mcleodganj ropeway whereas at the time of appointment she was told that she would render services only at Dharamshala ropeway. She was also asked to clean bath room which was not part of her duty. She however alleges that contractor started misbehaving and ill treating her without any reason saying "gand daal ke rakha hai" as he intended her to quit the job. She alleged that the contractor abused her, ill-treated with a motive to force her to quit the work so that he can appoint some other person known to him. Despite this petitioner continued to cooperate with contractor, but he misbehaved with her. Ultimately on 9.2.2023 when she had gone to work at Dharamshala ropeway she was asked not to do any work and leave her services. This fact was brought to the notice of consultancy at Palampur but they did not pay any heed and verbally terminated her services on 9.2.2023. This was done without any one prior notice, without paying bonus, EPF and ESIC deduction of her salary. She filed a complaint before the Labour Inspector but the matter could not be solved efficaciously hence statement of claim was filed in this court. She has prayed that respondent be directed to pay her salary due to her and her benefits as per terms and conditions of the appointment letter along-with compensation for illegal termination. She has also prayed for reinstatement and regularization.

3. In reply preliminary objections qua maintainability, suppression of material facts, cause of action, locus standi etc. have been raised. On merits, it is admitted that the petitioner was appointed as housekeeper by the respondent on monthly wages of Rs.9000/- the averments and allegations against the respondent made in the claim petition have been denied as wrong and baseless. It is further alleged by respondent that version given by the petitioner is false as she used to come late to perform her duties and despite requests she failed to adhere to rules of her employment. Not only this petitioner on regular basis misbehaved with her senior and also instigated, misled other workers. It is denied that on 9.2.2023 she has gone to render her services she was forced to leave. It is however asserted that petitioner remained absent from duty since 9.2.2023 without any prior intimation and due to this wilful absence lot of inconvenience was faced by the respondent. Show cause notice was also issued on dated 16.2.2023 asking her to join her duty immediately. Despite receiving this letter she failed to join her duty and respondent terminated her service vide letter dated 23.2.2023 which was also duly received by her. She was paid arrears of wages as per notification of State government and during conciliation proceedings before Labour Inspector directed the respondent to pay full and final dues to the worker and the respondent duly cleared the dues as per the findings of the Labour Inspector. Labour Inspector also came to the conclusion that petitioner left her service at her own will. It is prayed that claim petition deserves to be dismissed.

4. In reply on behalf of respondent preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the termination of services of the petitioner vide termination letter/order dated 23.2.2023 after paying full and final dues by the respondent without complying with the provisions of the Industrial Disputes Act, 1947 is illegal and unjustified, as alleged? ..*OPP*.

2. If issue No.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority, compensation and past service benefits as claimed? ..*OPR*.

3. Whether the petitioner has not approached the Court with clean hands and has suppressed the material facts, as alleged? ..*OPP*.

4. Whether the petitioner has no cause of action to file the present claim? ..*OPR*.

5. Whether the petitioner is estopped by her act and conduct to file the claim, as alleged? ..*OPR*.

Relief.

6. The petitioner in order to prove her case has produced her affidavit Ext.PW1/A. She has also produced on record copy of offer letter Ext. PW1/B and copy of ID Card Ext. PW1/C.

7. Respondent has examined Shri Bir Singh, Supervisor, Him Personal Consultancy by way of affidavit Ext. RW1/A. He has also produced on record copy of notification Ext. RW1/B, copy of notice dated 26.4.2023 Ext. RW1/C, copy of statement of petitioner Ext. RW1/D, copy statement of respondent Ext. RW1/E, copy of delivery reports Ext. RW1/F and G, copy of request for leave Ext. RW1/H, copy of full and final settlement payment Ext. RW1/I, copy of conciliation proceedings Ext. RW1/J and Ext. RW1/K. Respondent has also examined Shri Shunil Kumar, Partner, Him Personal Consultancy as RW2 by way of affidavit Ext. RW2/A who also reiterated the facts stated in the reply and prayed that claim petitioner deserves to be dismissed.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : Partly Yes

Issue No.2 : Decided accordingly

Issue No.3 : No

Issue No.4 : No

Issue No.5 : No

Relief. : Claim petition is partly allowed

REASONS FOR FINDINGS

Issue No. 1

10. Petitioner in her affidavit has alleged that she was offered a job of housekeeper by the respondent on payment of monthly wages of Rs.9000/-. She has also alleged that the offer letter Ext. PW1/B dated 13.12.2021 along-with identity card Ext. PW1/C which was issued by respondent in her favour. According to her she joined duty as a housekeeper but then directed to work at ropeway at Dharamshala and subsequently her services without her knowledge were transferred to contractor. At the time of her joining she was told that she will work at Palampur office but she was made to work at ropeway Dharamshala and assured that this would be a temporary arrangement. The moment she started work with contractor he started ill treated her with abuses and ill-will towards her. She was directed to work 20 days at Dharamshala and 10 days in Mcleodganj. She was specifically told by respondent that she would work at Dharamshala only. She alleges that contractor had misbehaved with her ill-treating her and forced her to leave her service on 9.2.2023. She was asked not to come for work by the contractor. She brought this fact to knowledge of consultancy Palampur however they did not pay any heed to it and her services were terminated on 9.2.2023 without one month mandatory notice as mandated by the appointment letter.

11. Contrary to her allegations RW1 Shri Bir Singh as well as RW2 Shri Shunil Kumar have stated that during course of her employment the petitioner frequently came late, disobeyed directions and misbehaved with superior and co-workers. She was asked to mend her behaviour but on 9.2.2023 she remained absent from duty without information and show cause notice dated 16.2.2023 was issued to her which was duly delivered but she did not reply the same and did not join her service. Due to her continuous absence, the management has no option but to terminate her services vide letter dated 23.2.2023. During conciliation proceedings full and final settlement was paid to the petitioner on directions of the Labour Inspector. They also alleged that the petitioner was instigating other workers of the respondent. In the light of these circumstances it is prayed that the claim of petitioner was not maintainable.

12. The petitioner in her cross-examination has denied that after her appointment she consistently came late for work. She has denied that she had misbehaved with senior supervisor and disobeying him. She also denied that she threatened respondents that she would approach the court and instigated the other workers also. She admitted that from 1st to 7th February 2023 she continuously came late for work however according to her she had informed that her children were small and she cannot work at Mcleodganj. She also admitted that on 4th February she came by 9 AM and went back at 10.35 AM. She however clearly stated that supervisor had told her to leave after completing her work. She admitted that on 8th February she was on her weekly off and thereafter 9th February she did not return for work. She subsequently stated that the supervisor had asked her not to come for work. With respect to the facts mentioned in Exts. R1 and R2 she stated that these were not received by her on time. As submitted by learned counsel for respondent the delivery report Ext. RW1/F, Ext. RW1/C show that notices Ext. R1 was received by the petitioner on 18.2.2023 and notice Ext. R2 was received on 24.2.2023. It was pursuant to these notices that the services of the petitioner were terminated by the respondents.

13. RW1 Shri Bir Singh has admitted in his cross-examination that with respect to the allegations of misbehaviour and instigation of other employee by the petitioner no written notice was given or any proceedings were conducted against her. He has also admitted that they have not received any written complaint against the petitioner. He has not denied that show cause notice was issued to petitioner on 16.2.2023 and she was terminated on 23.2.2023 i.e. after eight days. Similarly RW2 Shri Shunil Kumar has also admitted that they have not produced any written complaint against the petitioner and they cannot produce show cause notice and written proceedings against the petitioner regarding allegations of instigation of workers and disobeying the supervisor etc.

14. The above evidence produced before this court clearly shows that vide terms of appointment/offer letter Ext. PW1/B the company had right to terminate the services of petitioner if the services did not meet their standard and it was provided so was given one month's notice period in advance. In these circumstances which have appeared from the statements of parties it is clear that show cause notice was issued to the petitioner on 16.2.2023 which was served on 18.2.2023 was subsequently on 23.2.2023 was also issued which was also duly served. Learned Counsel for respondent has submitted that since the petitioner had not replied to the show cause notices the services of petitioner were terminated by the respondent. It is admitted by respondent that they have terminated the services of petitioner without any mandatory period of one month as mentioned in the offer letter. Offer letter does not mention about termination on the grounds of misconduct and separate proceeding to be followed. As rightly argued by learned counsel for the petitioner the show cause notices are alleged to have been delivered as per delivery report but acknowledgment had not been produced on record. This does not imply that these show cause notices were received by petitioner herself. Subsequent to show cause notice neither any charge-sheet was prepared against the petitioner nor the allegations were proved by way of evidence led to prove the charge-sheet. She was not given an opportunity to defend herself thus respondent violated the mandatory provisions of the Industrial Disputes Act, 1947 and the provisions of natural justice. Perusal of the case file also shows that full and final settlement of the petitioner was made before Labour Inspector-*cum*-Conciliation Officer but termination of her services was not in accordance with the provisions of the Industrial Disputes Act and principle of natural justice hence the issue no.1 is partly decided in the favour of the petitioner.

Issue No.2

15. As already discussed above the dues of petitioner were paid to her after conciliation proceedings before Labour Inspector however respondents have failed to follow due procedure while terminating her services hence petitioner is entitled for reinstatement to her service on similar terms from the date of her termination along-with compensation of Rs.1 Lakh for wrongful termination. Hence this issue is decided accordingly.

Issues No.3, 4 and 5

16. The onus of proving these issues was on the respondent. Respondent has led evidence to show that show cause notices were issued to the petitioner there is however not enough reliable evidence to establish that she had wilfully refused to reply the show cause notices. It is also clear that while terminating her services due process was not followed by the respondent hence the petitioner has an enforceable cause of action and she is not estopped in any manner from approaching the court for relief as claimed by her, hence issues no. 3 to 5 are decided in the favour of petitioner and against the respondent.

RELIEF

17. In view of my discussion on the issues no. 1 to 5, the claim petition succeed and is partly allowed. The petitioner is entitled for reinstatement to her service on similar terms from the date of her termination along-with compensation of Rs.1 Lakh for wrongful termination. Parties are left to bear their costs.

18. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 22nd day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal ,*
Kangra at Dharamshala(H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-***IN*****DUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)**

Reference No. : 68/2021

Date of Institution : 17.4.2021

Date of Decision : 29.12.2025

Shri Ashwani Kumar s/o Shri Darshan Lal # No.326G Block Nangal Township Employee in Deepak Fastener Ltd. Unit II Phase-IV, Industrial Areas Tahliwal, Tehsil Haroli, District Una, H.P. ..*Petitioner*.

Versus

Sh. Kirandeep Singh, General Manager (GM), Deepak Fasteners Limited, Unit-II, Industrial Area, Situated at Tahliwal, Tehsil Haroli, District Una, H.P. ..*Respondent*.

Direct Claim Petition under Section 10 read with Section 2(A) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

For Respondent : Sh. Sanjeev Gupta, Ld. Adv.

AWARD

This is a direct claim petition under Section 10 read with Section 2-A Clause (2) of the Industrial Disputes Act, 1947. The brief facts as stated in the claim petition are that the petitioner Ashwani Kumar was employed in the post of operator by respondent factory from 11.6.2007 bearing employee code No.5204 which was later on changed to no.5309. It is alleged that his

services were illegally, malafidely with animus grudge terminated w.e.f. 14.9.2019 by the management. It is asserted that at the time of termination of the services of petitioner he was getting salary of Rs.12800/-. No PF, ESI and other dues were paid to the petitioner by the management. No compensation for termination was given to him by the management of respondent factory. It is asserted that the after termination of the services of petitioner he had reported for duty but the management had not allowed him to enter in the factory premises and his entry in the factory was restricted. It is asserted that petitioner was regular employee in the Deepak Fasteners Limited, Unit-II, Industrial Area situated at Taliwal, Tehsil Haroli, District Una, H.P. from the last 12 years and that petitioner was prime witness in FIR No.23 of 2019 under Section 3(1)(r) registered in PS Haroli, District Una, H.P. against respondent General Manager. It is asserted that petitioner stood with complainant Ajay Kumar and the general manager managed IO for one month and 28 days approximately but no arrest was made. Then petitioner with complainant in FIR had approached the District Magistrate Una through registered body then GM of factory approached the Hon'ble High Court for anticipatory bail. It is alleged that GM had threatened the petitioner/witness and petitioner was living in terror and under mental and physically harassment on administrative level. His explanation was called by way of notice. The applicant replied with proof vide letter dated 6.9.2019 and 9.9.2019 regarding representation before the Dy. Commissioner Una for appropriate action. The appropriate government sent representation to Shri Vikram Singh, Industry and Labour Minister of H.P. and the Chairman Industries HP Shri Ram Kumar, Haroli but was in vain. It is asserted that in this regard the General Manager of the factory continuously tortured and threatened the applicant being witness of the matter of SC&ST Act forced the applicant not to give evidence against him and if applicant depose against the respondent he (petitioner) shall be dismissed from service in the factory. It is asserted that the General Manager had also threatened the applicant regarding damage in future and murder the applicant in the shape of road accident by unidentified vehicle. The petitioner had approached against GM with regard to his behaviour with Police Station Haroli. It is alleged that dismissal of applicant was illegal on the basic point of enmity and grudge on being witness in the matter of SC ST case and thereafter applicant suffered by heart attack in the factory in 2012 and was operated for heart surgery in PGI. Still the applicant is under observation but the GM/respondent had dismissed the applicant from the service through a registered letter. The management had not followed the procedure mentioned in the Labour Act and brushed out all the settled principles of law. It is asserted that against the illegal termination the petitioner had requested Labour department official's Una to refer the matter to the Tribunal but of no avail. It is asserted that the petitioner had completed days of requisite service and got regularization and continuously did work with honestly and utmost care and caution in the factory. The management did not follow principle of 'first come last go' and harassed the petitioner and other workers. It is alleged that the factory management had illegally terminated the petitioner however petitioner had made several requests to reinstate him but the management had not accepted genuine and lawful requests of the petitioner. It is asserted that petitioner completed 240 days of working hours in the factory and was the regular worker in the post of helper from 2007. It is asserted that on 25.9.2019 a legal notice was served upon the respondent which mentions major misconduct. The management had not considered the reply and petitioner was terminated. It is asserted that management had taken revengeful view and terminated the petitioner and the same was prima facie illegal, malafide and arbitrary. It is asserted that neither one month's notice nor any wages in lieu thereof were paid to the petitioner however the termination of the services of petitioner was void and bad in law under Section 25-F (a). It is alleged that no compensation was paid to the petitioner under the provisions of Section 25-F (b) of the Industrial Disputes Act, 1947. It is asserted that the no permission was obtained by the respondent management of factory as required under Section 25-N of the Industrial Disputes Act, 1947 and in the absence of the same the termination of the services of petitioner was bad in law. It is asserted that no charge-sheet, enquiry or show cause notice were ever served upon the petitioner as per law and termination order passed with malafide intention just to harass the petitioner. It is prayed that the claim of the petitioner may be allowed and he be reinstated by imposing penalty.

2. In reply to the claim petition filed on behalf of respondent preliminary objections qua maintainability, suppression of material facts, cause of action etc. were raised. On merits, it is denied that the petitioner was wrongly, illegally, malafidely with animus and grudge was terminated from the service on 14.9.2019. It is asserted that petitioner's job termination was based on habitual absence without taking leave from the workplace or without prior intimation to the management. It is also denied that the PF, ESI other dues were not given to the petitioner by the answering respondent as the petitioner never claimed for it. It is denied that management had not allowed him to enter the factory premises. It is asserted that the petitioner concocted a false story in this regard. It is asserted that applicant was witness in alleged FIR however GM had nothing to do with him as the said FIR was based on wrong and false facts. It was only a conspiracy between the applicant and the complainant of the said FIR. It is asserted that petitioner himself absented on various occasions from the workplace without intimation and prior permission however the petitioner had remained absent from duty in an unauthorized and illegal manner without prior sanction of leave or intimation. In the year 2018 a warning letter dated 31.12.2018 was issued with regard to absenteeism of petitioner from workplace when he was found absent for 70 days on different occasions but the petitioner had not changed his behaviour. In the year 2019 the management sought clarification/explanation on 14th May 2019 when on 4th May 2019 for half day, 6th May, 2019, 9th May, 2019 and 11th May, 2019 for whole day the petitioner was remained absent without leave and he had not given any satisfactory explanation. It is asserted that on again 17th May, 2019 he repeated his behaviour and was absent without leave hence on 18th May, 2019 a warning letter was issued to him when he was unable to give reasonable explanation for the absence. The petitioner had remained absent from his work for 54 days from January to May on different occasions. It is asserted that the petitioner did not follow the orders of his superiors but also talked with them in derogatory language and he remained absent from duty without permission which exhibited irresponsibility and lack of interest in work and the same was serious misconduct in the eyes of law. It is asserted that the factory management always followed the rules and regulations of the company/factory/industrial act and every action of the management was taken in accordance with law. It is asserted that management had not violated any provisions of Section 25-N of the Industrial Disputes Act, 1947. Other averments parawise made in the petition were denied and it is prayed that the present petition/reference may be dismissed with costs.

3. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

4. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the termination of services of the petitioner by the respondent vide letter dated 14.9.2019 without complying with the necessary provisions of the Industrial Disputes Act, 1947 and without conducted the enquiry as per Certified Standing Order Act, 1946 is/was illegal and unjustified, as alleged? . .*OPP*.

2. If issues No.1 is proved in affirmative, to what relief, the petitioner is entitled to? . .*OPP*.

3. Whether the claim petition is not maintainable, as alleged? . .*OPR*.

4. Whether the petitioner has not approached to this Court with clean hands and has suppressed the material facts, as alleged. If so, its effect? . .*OPR*.

5. Relief.

5. In order to prove his case the petitioner has produced on record his affidavit PW-1. He also produced on record copy of demand notice P-1, legal notice P-2, Envelop Ext. P-3, acknowledgement Ext. P-4, copy of PSI Slip Mark-A, copy of referral Mark-B, Discharge Slip Mark-C, copy of letter dated 3.7.2019 Mark-D, letter dated 6.9.2019 Mark-E, show cause notice dated 7.9.2019 Ext. P-5, letter dated 9.9.2019 Ext. P-6, termination letter dated 14.9.2019 Ext. P-7, newspaper dated 7.3.2019 Ext. P-8, admission slip dated 12.1.2019 Ext. P-9, estimate certificate Mark-F, supply order dated 7.12.2013 Mark-G, ultrasound Mark-H, another supply order Mark-I, supply order dated 7.1.2013 Mark-J and copy of ESI Card Ext. P-10.

6. Respondent has examined Shri Kirandeep Singh, General Manager (G.M.), Deepak Fastener Ltd. (Unit-II) by way of affidavit Ext. RW1/A wherein he reiterated the facts mentioned in the reply. He has also produced on record documents i.e. copy of termination letter dated 14.9.2019 Ext. RW1/B, copy of postal receipt dated 17.9.2019 Ext. RW1/C, copy of charge sheet dated 4.9.2019 Ext. RW1/D, copy of postal receipt dated 6.9.2019 Ext. RW1/E, copy of warning letter dated 10.6.2019 Ext. RW1/F, copy of reply dated 8.6.2019 Ext. RW1/G, copy of show cause notice dated 7.6.2019 Ext. RW1/H, copy of reply dated 23.5.2019 Ext. RW1/J, copy of reply dated 18.5.2019 Ext. RW1/K, copy of reply dated 16.5.2019 Ext. RW1/L, copy of show cause notice dated 14.5.2019 Ext. RW1/M, copy of show cause notice dated 19.3.2019 Ext. RW1/N, copy of receipt dated 20.3.2019 Ext. RW1/O, copy of show cause notice dated 1.3.2019 Ext. RW1/P, copy of letter dated 31.12.2018 Ext. RW1/Q, copy of attendance detail Ext. RW1/R, copy of appointment letter dated 19.6.2018 Ext. RW1/S and copy of attendance detail from January 2018 to September, 2019 Ext. RW1/T.

7. I have heard the learned AR/Counsel for the petitioner and learned Counsel for the respondent at length and records perused.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No.1	: Yes
Issue No.2	: Decided accordingly
Issue No.3	: No
Issue No.4	: No
Relief.	: Claim petition is partly allowed allowed per operative portionof the Award.

REASONS FOR FINDINGS

Issue No.1

9. Petitioner Ashwani Kumar has deposed in his affidavit that his services were engaged by respondents as an operator. He continuously worked from his initial engagement in the year 2007 till the year 2019 in the respondents company to the entire satisfaction of his superiors but on 14.9.2019 his services were unlawfully terminated by the respondents management without following the mandatory provisions of the Industrial Disputes Act,1947. He has further stated that though his services were allegedly terminated on the grounds of absenteeism but before termination of his services the charges of absenteeism were not proved by the respondents as no domestic inquiry was got conducted against the petitioner thus his termination was improper and unfair and

without holding any inquiry the termination order is liable to be quashed and set aside by the orders of this court. He also asserted that petitioner continuously worked with respondents since the year 2007 till the year 2019 completed 240 days in each calendar year. In his cross-examination he has admitted that he has not produced any appointment letter on record subsequently he also admitted that he was appointed in the year 2008. He has denied that he did not reply to the show cause notice issued by the respondents though he admitted that the reply Ext. R1 was given by him to the respondents. He admitted that a criminal case was instituted against him in the year 2023 which is pending in the court.

10. The case of respondents is put forward by Shri Kirandeep Singh, General Manager, Deepak Fasteners Ltd. who has alleged in his affidavit that petitioner was absenting himself on the various occasion from the workplace without any intimation and prior permission. In the year 2018 letter/warning was issued regarding his absenteeism from workplace. Petitioner was found absent for 70 days on different occasions of duty in the said year but he did not mend his behaviour in this regard. In the year 2019 the management sought clarification on 14th May, 2019 when on 4th May, 2019 for half day, 6th May, 2019, 9th May, 2019 and 11th May, 2019 for whole day the petitioner was absent without any leave. On 18.5.2019 a warning letter was issued that he was unable to provide reasonable explanation that he was absent from workplace without leave and on 17.9.2019 petitioner repeated his behaviour without leave and on 7.6.2019 show cause notice was issued to petitioner. A warning letter was issued to petitioner subsequently on 10.6.2019 he had again repeated his behaviour of absenteeism on 3rd June as well as 6th June of 2019. Thereafter on 14th September 2019 due to repetition of his behaviour order of dismissal from service was passed and the petitioner was charge-sheeted in this regard on 4th September, 2019 but he failed to produce any reply to the charge-sheet which led to his termination. He has alleged that petitioner violated the rules of company standing orders. He did not follow the directions of his superiors and remained absent from duty without permission. He has also used derogatory language of his superiors and show cause notice was issued to him in this regard. According to him the respondents have never threatened petitioner as alleged in the petition.

11. Learned Counsel/AR for the petitioner has vehemently argued that the employment of the petitioner with the respondents is not disputed fact. The petitioner has continuously worked with respondents from the year 2007 till 2019. He has alleged that in September, 2019 the petitioner had got recorded his statement in an FIR registered by Ajay Kumar who was abused by General Manager Kirandeep Singh. Due to this reason the petitioner was thrown out of his job by the respondents. He has also asserted that despite having certified standing orders the respondents have not followed the basic provisions regarding dismissal of an employee on basis of misconduct. The respondents have also not followed the provisions of the Industrial Disputes Act, 1947 Sections 25-F, 25-G and 25-H while dispensing with the services of the petitioner.

12. It is important to peruse the cross-examination of RW1 Shri Kirandeep Singh he has admitted that the petitioner was employed by the respondent company since 11.6.2007 as an Operator/Fitter. Subsequently he has stated that petitioner joined in 2008 and again rejoined in 2013. He has further admitted that he cannot produce any document to show that petitioner left his job in February, 2012 and rejoined in 2013. He has denied that petitioner has not completed 240 days of work during each year from 2007 to 2018. He has admitted that only mandays have been shown Ext. PX there is no record of any weekly off, national holiday, sick leave etc. He has admitted that Ext. PX does not show that how many days in the year the petitioner has worked from 2007 to 2019. He has admitted that Ext. PX1 is draft Standing Orders which have not been certified by Labour Commissioner, HP, subsequently it is stated that the standing orders have been certified. He admitted that petitioner was terminated in September, 2019 though he denied that this dismissal was due to fact that the petitioner recorded his statement in first information report against the General Manager of the company. He has stated that notice was issued to the petitioner before

dismissing him. He has also admitted that absenteeism is a major misconduct in Industrial Employment Standing Orders Act, 1946. He has admitted that after issuing charge-sheet Ext. RW1/D no domestic inquiry was initiated against the petitioner. He has asserted that petitioner had not replied to the charge-sheet however he has also admitted that the dismissal order Ext. RW1/B was not issued by way of any postal receipt neither bears the signature of the petitioner. Subsequently he has stated that his dismissal order was sent on 17.9.2019 by way of post. He admits that no acknowledgement has been produced on record. He has admitted that no retrenchment compensation was ever given to the petitioner. Learned Counsel for respondents has submitted that a proper procedure has been followed by the respondents while dispensing with the services of petitioner. He has laid emphasis on the notices Exts. P5, P6 and P7 issued to the petitioner however it is argued by learned counsel/AR for the petitioner that no domestic inquiry of any kind was got conducted by the respondents before dismissing the services of the petitioner and even the Model Standing Orders Ext PX1 produced on record and admitted by respondents clearly provides that dismissal means ordinarily punishment by way of dismissal from service but compulsorily in pursuant to proper enquiry. It is evident from the oral as well as documentary evidence that no inquiry in the form of framing charge-sheet and subsequent examination of witnesses have been carried out before the services of petitioner was dismissed. While dispensing with the services of petitioner the respondents have not followed the provisions of Standing Orders got certified by the respondents nor the Model Standing Orders Act, 1946. Thus the dismissal of the petitioner was in violation of the provisions of the principles of natural justice and no retrenchment compensation has been paid to the petitioner thus the issue no.1 is decided in the favour of petitioner.

Issue No.2

13. It has been proved by way of oral as well documentary evidence that the petitioner had worked with the respondents from the year 2007 continuously till 2019. Though there was charges of absenteeism but the same amounted a major misconduct and dismissal of an employee on the alleged allegations could only be carried out after due process and in accordance with the provisions of Standing Orders got certified by the respondents. Since the respondents have terminated the services of the petitioner without due process the petitioner is entitled for reinstatement on the similar post as on the date of his termination along-with compensation of Rs.2 lakh for illegal conduct of the respondents. Issue no.2 is accordingly decided in the favour of petitioner.

Issues No.3 and 4

14. The onus of proving these issues was on the respondents. The maintainability of the claim was primarily challenged by the respondents on the ground that the petitioner was guilty of absenteeism regarding which he was issued show cause notices and he failed to reply to the same. The statement of witnesses however show that the respondents have not given due opportunity of being heard to the petitioner nor the witnesses were examined before framing the allegations/charges of absenteeism against the petitioner. Thus both these issues are decided in the favour of petitioner and against the respondents.

RELIEF

15. In view of my discussion on the issues nos. 1 to 4 above, the claim petition succeeds and is partly allowed. The petitioner is entitled for reinstatement on the similar post as on the date of his termination along-with compensation of Rs.2 lakh for illegal conduct of the respondents. Parties are left to bear their costs.

16. The direct claim/reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official Gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 29th day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal ,*
Kangra at Dharamshala, (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 48/2023

Date of Institution : 19.6.2023

Date of Decision : 31.12.2025

Shri Vishvabandhu s/o Shri Gagan Singh, r/o Village Dharbhol, P.O. Larth, Tehsil Nurpur, District Kangra, H.P. ..Petitioner.

Versus

The Divisional Forest Officer, Forest Division Nurpur, Tehsil Nurpur, District Kangra, H.P. *..Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Adhar Gupta, Ld. Adv.

For Respondent : Sh. B.C. Katoch, Ld. Dy. D.A.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner.

"Whether the termination of services of Shri Vishvabandhu s/o Shri Gagan Singh, r/o Village Dharbhol, P.O. Larth, Tehsil Nurpur, District Kangra, H.P. by the Divisional Forest Officer, Forest Division Nurpur, Tehsil Nurpur, District Kangra, H.P. w.e.f. 31-12-2018 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged by the workman, is legal and justified? If not, what relief of past service benefits, seniority, back wages and amount of compensation the above aggrieved workman is entitled to from the above employer?"

2. The brief facts as stated in the amended claim petition are that the applicant was engaged as beldar on daily wage basis w.e.f. 1.1.2003 in the Forest Department, Division Nurpur,

District Kangra, H.P. for plantation of saplings and all other duties of Class-IV employee. It is submitted that applicant after his appointment in the forest department performed his duty continuously without any break at Tehsil Nurpur in different places as well as Tehsil and District Kangra, H.P. under the respondent department. According to the applicant he has completed 240 days in each calendar year since 2003 to 2015 and also in the relevant preceding months in the calendar year. Applicant has alleged that his services were verbally terminated by the respondent in the year 2013 despite the fact that there was lot of work with the department. It is also alleged that persons similarly situated with the petitioner and also his juniors were retained by the department while his services were terminated illegally, arbitrarily and capriciously. The services of petitioner alleged to be terminated without any notice and hence not operative against the legal and vested rights as workman. It is also submitted that lot of work was available in the forest department for example work of fire line, herbal plantation, fine crate work, danga construction, fire season work, fencing work, trenches work, nursery work, naka bandi at night and water clearance work, road work etc. Applicant had worked on all these above mentioned tasks which were assigned to him from time to time from 2003 to 2018. Applicant preferred an application through his counsel under RTI to the respondent department but the respondent refused to reply. Thereafter another RTI was moved by applicant which was also rejected. Applicant thereafter got issued legal notice dated 10.11.2014 on the respondent department authority claiming therein for his reinstatement and benefits admissible to him under law. Pursuant to the receipt of legal notice the respondent re-engaged the services of petitioner on 1st January, 2015. Thereafter his services were illegally, malafidely and arbitrarily terminated on 31.7.2015. This termination was also without compliance of the mandatory provisions of the Industrial Disputes Act, 1947. He was however assured that he would be re-engaged when money comes in his name. The applicant/petitioner raised the industrial disputes by way of demand notice registered on 7.9.2015 at serial no.1014 before Labour-*cum*-Conciliation Officer, Kangra at Dharamshala. He had claimed therein that he was engaged on daily wage basis by the forest department for plantation of saplings and other works of forest department and he worked in Tehsil Nurpur and Tehsil Jawali till 31.7.2015. It was also mentioned in the demand notice that several workmen junior to him were retained in service whereas his services were terminated in violation of the provisions of the Industrial Disputes Act, 1947. He also specifically contended in the demand notice that the plantation of saplings and maintenance was available throughout the year with the department and Government had introduced new policies wherein it is provided that every forest would be planted with greenery as per the directions of the Central Government. The services of applicant alleged to have terminated in violation of the basic provision of Section 25-F of the Industrial Disputes Act and also in violation of the principle of 'last come first go'. Petitioner alleges that certain persons were engaged by the department after his illegal termination without giving him an opportunity to continue his service. Applicant was not re-engaged despite several assurances given to him by the respondent. The reconciliation failed before Labour-*cum*-Conciliation Officer, H.P. and the matter was referred to learned Labour Commissioner who exercising the powers of State Government rejected the reference on the grounds of delay and laches vide order dated 6.4.2017. The petitioner preferred a Civil Writ Petition before the Hon'ble High Court of H.P. registered as CWP No.69/2018 which was disposed of by the Hon'ble High Court on 1.1.2019 with liberty given to the applicant to raise fresh industrial dispute on the basis of subsequent events. The applicant had worked continuously with respondent till 31.12.2018. It is however submitted that in the order dated 6.4.2017 and the reply of the department it is come on record that applicant worked for 17 days as beldar on daily wage basis in the year 2007 and 57 days during the year 2008. Thereafter it was mentioned in the reply of the department that record has been destroyed but applicant was actually reengaged by department in the year 2016 for 4 months and he was also paid salary. Subsequently he was reengaged in the month of July to September, 2017 and was paid salary amounting to Rs.25740/- and Rs.9400/- respectively. His services were again discontinued. He was reengaged for 10 months in the year 2018 and worked till 31.12.2018 with the respondent. He was reengaged for 4 months from 1st March 2018 to 30.6.2018 and however he was not paid salary for that period. Petitioner was

constrained to prefer and application on 1.8.2018 to the department to release of salary for aforesaid period. This amount unpaid to the petitioner for the above mentioned period is Rs.28000/- . Subsequently applicant was engaged till 31.12.2018 however he was verbally terminated again on 31.12.2018. Applicant had demanded copy of attendance register, cash book, muster roll of Jawali Range for the year 2003 to 2017 under RTI however desired information was not supplied to the workman. The applicant has also applied for management book and cash book for the year 2003 to 2018 from the office of Jawali Range however the said record was also not supplied to him. Applicant had applied under RTI in the office of Block Officer Rehan, Tehsil Nurpur for supplying the management book and cash book pertaining to period from 2008 to 2017 however the said information was also not supplied. Thereafter applicant was informed by the respondent that muster roll upto March, 2005 has been destroyed by the department vide office letter. Petitioner alleged that persons junior to him were regularized as beldar however he was singled out and his services were not regularized. 37 persons were regularized by the department including his junior. Applicant also alleged that he was given artificial and superficial breaks by the respondent in order to prevent him to receiving benefits of continuous service. Petitioner also alleges that record pertaining to petitioner/applicant was illegally destroyed by the respondent with a malafide intention in order to prevent him from the benefit of regularization. In the light of above allegations, the petitioner has prayed that his illegal termination dated 31.12.2018 may be set aside and he may be reinstated in the service w.e.f. 1.1.2003 along-with full back wages, seniority and continuity in service on regular basis along-with all consequential benefits, allowances and interest @12% on back wages.

3. In reply the respondent has raised preliminary objections qua maintainability, cause of action, suppression of material facts and delay and laches. On merits, it is asserted that petitioner was not engaged as labourer on muster roll basis in the month of March, 2007 and during this period he worked for 17 days, in the month of February, 2008 he worked as labourer for 26 days and in the month of August, 2008 for 31 days only. Thereafter he left the job of his own sweet will and not completed 240 days in any calendar year. The averments made in the petition are alleged to be false and baseless made with a view to harass the respondent department. It is asserted that petitioner had never completed 240 days in each calendar year since the year 2003 to 2015. The petitioner lastly worked as labourer in the month of August, 2008 for 31 days and thereafter he did not turn up. The allegations regarding termination of the services of petitioner by the respondent are alleged to be false and baseless and concocted one. It is asserted that the policy of engaging labour on muster roll basis was discontinued after May, 2009 and thereafter the work of plantation is carried out on bill basis as sanctioned schedule of rates. It is denied that the petitioner had applied to obtain the copies of documents and it is asserted that he never turned up to get the copy as he was directed to deposit expenses/fee of preparation of copies of Rs.4640/-. Respondent has denied that after receipt of legal notice petitioner was reengaged from 1.1.2015 and thereafter his services illegally, malafidely terminated on 31.7.2015. It is asserted that the petitioner himself voluntarily starting work on bill basis and he is not entitled for any service benefits as alleged. It is submitted that the petitioner did work in the month of July to September, 2017 and bill amount of Rs.25740/- and Rs.9400/- was paid to him by the respondent department on bill basis. He had only worked for 74 days with the respondent department hence he is not entitled for any relief as prayed. The petitioner was never appointed as beldar or any other post of department hence there was no ground for his termination. Respondent has denied that they have violated the provisions of the Industrial Disputes Act, 1947. Other averments made in the petition were denied and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the services of the petitioner were illegally terminated by the respondent w.e.f. 31.12.2018 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged? ..*OPP*.

2. If issue no.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority and compensation as claimed? ..*OPP*.

3. Whether the claim petition is not maintainable, as alleged? ..*OPR*.

4. Whether the claim petition is bad on account of delay and latches, as alleged? ..*OPR*.

5. Whether the petitioner has not come to the Court with clean hands and has suppressed the material facts, as alleged? ..*OPR*.

6. Whether the petitioner has no cause of action to file the present case? ..*OPR*.

7. Relief.

6. The petitioner in order to prove his case has examined himself as PW and produced on record his affidavit Ext. PW1/A wherein he has reiterated the facts stated in the claim petition. PW2 Shri Rajesh Kumar, Dy. Range Officer, Rehan Block Forest Division Nurpur, District Kangra. He has stated that he brought the office order dated 31.12.2012 and 31.3.2015 issued by Divisional Forest Officer, Nurpur wherein it is mentioned that the record has been ordered to be destroyed, the office orders are Ext. PW2/A and Ext. PW2/B. He has however stated that remaining record i.e. MB Cash Book for the year 2003 to 2018, muster roll bills and attendance record of workers for the said period is already not available which have been destroyed. PW3 Shri Shiv Karan s/o Mahant Ram has stated that in the year 2012 he was made a regular employee by the department and is presently working as chowkidar at Kandhwar Check Post Nurpur Forest Division. He was appointed at Guriyal Beat Jawali Rehan Block Nurpur Forest Division from the year 1999 as beldar and continued as such till 2012. At that time they were 10-12 people out which some have retired. Petitioner and his father also worked along-with him. Petitioner worked with him since 2003 or 2004 to 2012 at Guriyal Beat. In the year 2012 he was regularized and was transferred to Shimla and other places. He states that the petitioner worked as beldar and worked in the nursery field plantation time to time from 2003 to 2012. He states that work is available with the department during the year. Many people were kept on work after the petitioner.

7. Respondent has examined Shri Amit Sharma, IFS s/o Shri Daulat Ram Sharma, Divisional Forest Officer, Nurpur as RW1 by way of affidavit Ext. RW1/A. He has reiterated the facts mentioned in the reply and produced on record the copy of RTI application Ext. RW1/B, copy of reply dated 18.5.2017 Mark X, copy of office order dated 31.12.2018 Ext. RW1/C.

8. I have heard the learned Counsel for the petitioner as well as learned Dy. D.A. for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	: Partly Yes
Issue No.2	: Decided accordingly
Issue No.3	: No
Issue No.4	: No

Issue No.5 : No
Issue No.6 : No
Relief. : Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No.1 and 2

10. Both these issues are taken up together for the purpose of adjudication.

11. Reference qua the termination of the services of petitioner by the respondent has been received by this Court. The date of alleged termination is w.e.f. 31.12.2018. Petitioner alleged that he was engaged as beldar on daily wage basis w.e.f. 1.1.2003 in Forest Department at Nurpur Division. He asserts that he worked continuously without break till 2015. According to him, earlier his services were wrongly terminated despite availability of work and verbally terminated in the year 2013. He got issued legal notice dated 10.11.2014 and he was reengaged in January, 2015. His services were again illegally terminated on 31.7.2015. He raised demand notice dated 7.9.2015 wherein he claimed that he was engaged on daily wage basis by the forest department for plantation of saplings and other works of forest department and that he worked in Tehsil Nurpur and Jawali till 31.7.2015. He also alleges that persons junior to him have been retained in service and the principle of 'last come first go' was not complied with by the department. The reconciliation failed before the Labour-*cum*-Conciliation Officer and the reference was rejected by Labour Commissioner on the grounds of delay and laches vide order dated 6.7.2017. Subsequently in CWP No.69/2018 the petitioner was granted liberty to raise fresh labour dispute. Thereafter as per the petitioner he worked with department till 31.12.2018. He has also mentioned in his affidavit that vide order dated 6.4.2017 and in the reply of department it came on record that he had worked only for 17 days as a beldar on daily wage basis in the year 2007 and 57 days during year 2008. The department had mentioned that earlier record was destroyed. He has also asserted that he was also reengaged in the month of July to September, 2017 for which he was paid salary of Rs.25740/- and Rs.9400/- respectively. He has alleged that he was reengaged for 10 months in the year 2018 whereby he worked till 31.12.2018. He was engaged for 4 months from 1st March, 2018 to 30.6.2018 and for this period his salary is still unpaid. Thereafter he was engaged till 31.12.2018 and finally his services verbally terminated on 31.12.2018. The petitioner in order to prove continuous service has examined PW3 Shri Shiv Karan who states that he is regular employee of respondent department since 2012. He has worked with petitioner from 2003/2004 to 2012 doing nursery and plantation work and after termination of petitioner many persons were kept by the department. In his cross-examination he has expressly ignorance to the suggestion that petitioner had worked for 17 days in March, 2007, 26 days in 2008 February and 31 days in August, 2008. He also expressed ignorance that petitioner did not complete 240 days of work in the years 2007 and 2008. He has admitted that work like extinguishing the fire, plantation, digging holes and nursery work are seasonal and if the sanctioned budget is exhausted the work of department is stopped. With regard to the employment of petitioner in the year 2003 he admits that it is merely estimated date.

12. Petitioner has however denied that work of department is seasonal and merely for limited period with limited funds. It is the contention of the petitioner that he was given an intentional break in service despite availability of work with the department. It is pertinent to mention here that there is no reference made to this court regarding the time to time termination and intentional breaks given to the petitioner by the respondent in order to prevent him from obtaining the benefits of continuous service.

13. In order to claim relief under Section 25-F of the Industrial Disputes Act the petitioner had to establish that he completed 240 days of continuous service with the respondent prior to 31.12.2018. The deposition of petitioner is quite inconsistent as he has asserted continuous service from 2003 to 2018 but he has himself mentioned that from time to time he was terminated by the respondent between the year 2003 to 2018. These two statements are contrary to each other. Petitioner had filed an application under RTI before the department asking for his service record however it is clear that the said application was not decided due to non payment of requisite fee which was necessary for supplying of record. PW2 Shri Rajesh Kumar, Dy. Range Officer, Rehan Block Forest Division Nurpur, District Kangra, H.P. has deposed on oath that vide office order dated 31.12.2012 and 31.3.2015 issued by Divisional Forest Officer, Nurpur the record mentioned therein have been destroyed vide Ext. PW2/A and Ext. PW2/B. Similar record i.e. MB Cash Book of 2003 to 2018, muster rolls bills and record of workmen for the said period i.e. (2003 to 2018) is not available since the same has already been destroyed. There was no cross-examination to this fact deposed which remained unrebutted. The above documents however show that charts/cancellation bill vouchers and muster rolls of the respondent of all the ranges i.e. Kotla, Jawali, Nurpur, Indora, Rey, FTC Kuther were destroyed till the year 2009. Surprisingly vide Ext. RW1/B the respondent has produced the mandays chart of petitioner for the year 2007 and 2008. This document is contrary to the contention of respondent that the record upto the year 2018 has been destroyed.

14. It is however pertinent to mention here that onus to prove the continuous service of 240 days prior to the year 2018 was on the petitioner. No record of attendance of petitioner and payment made to him is either produced by the respondent or petitioner. Though he has admitted that from July to September, 2017 a sum of Rs.25740/- and Rs.9400/- were respectively received by him. He asserts that the above mentioned amount was on account of payment of work done by him and also the arrears. The Hon'ble High Court of H.P. in **Ram Singh vs. State of Himachal Pradesh and others in CWP No.789 of 2024, decided on 4.7.2024** has observed in para nos. 5 and 6 as follows:—

> "5. It is not in dispute that the petitioner is serving with the respondents-Department since 2015 continuously by putting in more than 240 days in each calendar. It appears that in order to deny such kind of workmen, the benefits of regularization, respondent-State has come with the nomenclature of "bill basis" but, fact of the matter still remains that be it a daily wager or a bill basis worker, he is serving the Department regularly putting in more than 240 days in each calendar.
>
> 6. This Court of the considered view that the distinction, which is now being created by the respondents- Department between a daily wage worker and a bill base worker is violative of Article 14 of the Constitution of India. Be it a daily wage worker or a bill base worker, he is rendering the same service to the Department. Therefore, in the absence of their being any intelligible differentia between a daily wage worker and bill base worker, the classification that has been made by the Department cannot pass the touch stone of Article 14 of the Constitution of India".

15. The evidence reveals that petitioner had worked on bill basis in the year 2017. There is no evidence of petitioner worked for year 2019 and 12 months continuous service prior to 31.12.2018. No record of payment or record kept by respondent has been produced. Thus this court cannot presume the eligibility of the petitioner under Section 25-B of the Industrial Disputes Act, 1947 so as to establish the violation of Section 25-F of the Industrial Disputes Act.

16. Fact that the respondent has employed the services of the petitioner on some intervals of time is not disputed. Undoubtedly petitioner is proved to have worked with the respondent in the

year 2007, 2008 and 2017. There is no evidence to show that respondent department had no work and funds to provide continuous service to the petitioner. It is alleged that petitioner has left the work out of his own will but there is nothing to show that he was issued any notice by the respondent or that he was called by respondent department before employing new persons. PW3 Shir Shiv Karan has made relevant deposition that after the petitioner, department had employed many persons. Though he had stated that the department has regularized only those persons who have been directed to be regularized by the orders of the court. He has stated that the department has terminated the services of petitioner along-with other persons. The oral as well a documentary evidence produced by the petitioner does not prove that he had worked continuously for 240 days prior to his final termination by the respondent. It is however established that the department was employed new persons after the petitioner was not with the respondent department. As already mentioned above the department never issued any show cause notice to the petitioner nor gave him an opportunity to join the work of the respondent department. There is no notification produced by respondent department to show that the work of department was seasonal in nature and there is no evidence to show that department was devoid of funds in order to give an opportunity to the petitioner for re-employment before employing other persons. RW1 Amit Sharma has admitted that the department does not merely do the seasonal works. Though he has denied that the department has violated the provisions of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act however the violation of the basic provisions of Sections 25-G and 25-H is evident from the oral and documentary evidence produced before this court. In these circumstances the respondent could not be held liable under Section 25-F of the Industrial Disputes Act. The petitioner is held entitled for compensation of Rs.1 lakh for violation of the provisions of Sections 25-G and 25-H of the Industrial Disputes Act, 1947 by the respondent along-with interest @ 6% from the date of his final termination i.e. 31.12.2018 till the realization of the award.

Issues No.3, 4, 5 and 6

17. The onus of proving these issues was on the respondent. The evidence produced by the respondent clearly shows that the petitioner had worked with respondent on various intervals. The petitioner is unable to establish his claim under Section 25-B and 25-F of the Industrial Disputes Act however it is clear that the respondent department has committed violation of Sections 25-G and 25-H of the Industrial Disputes Act after the services of petitioner came to an end on 31.12.2018. Thus the petitioner has established that he has enforceable cause of action to file the claim and petition is partly maintainable against the respondent department. The petitioner has also continued to raise the dispute since the date of his alleged termination. The industrial dispute remained alive as the respondent had engaged as well as disengaged the services of petitioner from the year 2004 till the year 2018 hence it cannot be held that the claim is bad on account of delay and laches. The issues no. 3 to 6 are accordingly decided in the favour of the petitioner and against the respondent.

RELIEF

18. In view of my discussion on the issues no. 1 to 6 above, the claim petition succeeds and is partly allowed. The petitioner is held entitled for compensation of Rs.1 lakh for violation of the provisions of Sections 25-G and 25-H of the Industrial Disputes Act, 1947 by the respondent along-with interest @ 6% from the date of his final termination i.e. 31.12.2018 till the realization of the award. Parties are left to bear their costs.

19. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official Gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 31st day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal ,*
Kangra at Dharamshala, (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 48/2023

Date of Institution : 19.6.2023

Date of Decision : 31.12.2025

Shri Vishvabandhu s/o Shri Gagan Singh, r/o Village Dharbhol, P.O. Larth, Tehsil Nurpur, District Kangra, H.P. *..Petitioner.*

Versus

The Divisional Forest Officer, Forest Division Nurpur, Tehsil Nurpur, District Kangra, H.P. *..Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Adhar Gupta, Ld. Adv.

For Respondent : Sh. B.C. Katoch, Ld. Dy. D.A.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner.

> "Whether the termination of services of Shri Vishvabandhu s/o Shri Gagan Singh, r/o Village Dharbhol, P.O. Larth, Tehsil Nurpur, District Kangra, H.P. by the Divisional Forest Officer, Forest Division Nurpur, Tehsil Nurpur, District Kangra, H.P. w.e.f. 31-12-2018 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged by the workman, is legal and justified? If not, what relief of past service benefits, seniority, back wages and amount of compensation the above aggrieved workman is entitled to from the above employer?"

2. The brief facts as stated in the amended claim petition are that the applicant was engaged as beldar on daily wage basis w.e.f. 1.1.2003 in the Forest Department, Division Nurpur,

District Kangra, H.P. for plantation of saplings and all other duties of Class-IV employee. It is submitted that applicant after his appointment in the forest department performed his duty continuously without any break at Tehsil Nurpur in different places as well as Tehsil and District Kangra, H.P. under the respondent department. According to the applicant he has completed 240 days in each calendar year since 2003 to 2015 and also in the relevant preceding months in the calendar year. Applicant has alleged that his services were verbally terminated by the respondent in the year 2013 despite the fact that there was lot of work with the department. It is also alleged that persons similarly situated with the petitioner and also his juniors were retained by the department while his services were terminated illegally, arbitrarily and capriciously. The services of petitioner alleged to be terminated without any notice and hence not operative against the legal and vested rights as workman. It is also submitted that lot of work was available in the forest department for example work of fire line, herbal plantation, fine crate work, danga construction, fire season work, fencing work, trenches work, nursery work, naka bandi at night and water clearance work, road work etc. Applicant had worked on all these above mentioned tasks which were assigned to him from time to time from 2003 to 2018. Applicant preferred an application through his counsel under RTI to the respondent department but the respondent refused to reply. Thereafter another RTI was moved by applicant which was also rejected. Applicant thereafter got issued legal notice dated 10.11.2014 on the respondent department authority claiming therein for his reinstatement and benefits admissible to him under law. Pursuant to the receipt of legal notice the respondent re-engaged the services of petitioner on 1st January, 2015. Thereafter his services were illegally, malafidely and arbitrarily terminated on 31.7.2015. This termination was also without compliance of the mandatory provisions of the Industrial Disputes Act, 1947. He was however assured that he would be re-engaged when money comes in his name. The applicant/petitioner raised the industrial disputes by way of demand notice registered on 7.9.2015 at serial no.1014 before Labour-*cum*-Conciliation Officer, Kangra at Dharamshala. He had claimed therein that he was engaged on daily wage basis by the forest department for plantation of saplings and other works of forest department and he worked in Tehsil Nurpur and Tehsil Jawali till 31.7.2015. It was also mentioned in the demand notice that several workmen junior to him were retained in service whereas his services were terminated in violation of the provisions of the Industrial Disputes Act, 1947. He also specifically contended in the demand notice that the plantation of saplings and maintenance was available throughout the year with the department and Government had introduced new policies wherein it is provided that every forest would be planted with greenery as per the directions of the Central Government. The services of applicant alleged to have terminated in violation of the basic provision of Section 25-F of the Industrial Disputes Act and also in violation of the principle of 'last come first go'. Petitioner alleges that certain persons were engaged by the department after his illegal termination without giving him an opportunity to continue his service. Applicant was not re-engaged despite several assurances given to him by the respondent. The reconciliation failed before Labour-*cum*-Conciliation Officer, H.P. and the matter was referred to learned Labour Commissioner who exercising the powers of State Government rejected the reference on the grounds of delay and laches vide order dated 6.4.2017. The petitioner preferred a Civil Writ Petition before the Hon'ble High Court of H.P. registered as CWP No.69/2018 which was disposed of by the Hon'ble High Court on 1.1.2019 with liberty given to the applicant to raise fresh industrial dispute on the basis of subsequent events. The applicant had worked continuously with respondent till 31.12.2018. It is however submitted that in the order dated 6.4.2017 and the reply of the department it is come on record that applicant worked for 17 days as beldar on daily wage basis in the year 2007 and 57 days during the year 2008. Thereafter it was mentioned in the reply of the department that record has been destroyed but applicant was actually reengaged by department in the year 2016 for 4 months and he was also paid salary. Subsequently he was reengaged in the month of July to September, 2017 and was paid salary amounting to Rs.25740/- and Rs.9400/- respectively. His services were again discontinued. He was reengaged for 10 months in the year 2018 and worked till 31.12.2018 with the respondent. He was reengaged for 4 months from 1st March 2018 to 30.6.2018 and however he was not paid salary for that period. Petitioner was

constrained to prefer and application on 1.8.2018 to the department to release of salary for aforesaid period. This amount unpaid to the petitioner for the above mentioned period is Rs.28000/- . Subsequently applicant was engaged till 31.12.2018 however he was verbally terminated again on 31.12.2018. Applicant had demanded copy of attendance register, cash book, muster roll of Jawali Range for the year 2003 to 2017 under RTI however desired information was not supplied to the workman. The applicant has also applied for management book and cash book for the year 2003 to 2018 from the office of Jawali Range however the said record was also not supplied to him. Applicant had applied under RTI in the office of Block Officer Rehan, Tehsil Nurpur for supplying the management book and cash book pertaining to period from 2008 to 2017 however the said information was also not supplied. Thereafter applicant was informed by the respondent that muster roll upto March, 2005 has been destroyed by the department *vide* office letter. Petitioner alleged that persons junior to him were regularized as beldar however he was singled out and his services were not regularized. 37 persons were regularized by the department including his junior. Applicant also alleged that he was given artificial and superficial breaks by the respondent in order to prevent him to receiving benefits of continuous service. Petitioner also alleges that record pertaining to petitioner/applicant was illegally destroyed by the respondent with a malafide intention in order to prevent him from the benefit of regularization. In the light of above allegations, the petitioner has prayed that his illegal termination dated 31.12.2018 may be set aside and he may be reinstated in the service w.e.f. 1.1.2003 along-with full back wages, seniority and continuity in service on regular basis along-with all consequential benefits, allowances and interest @12% on back wages.

3. In reply the respondent has raised preliminary objections qua maintainability, cause of action, suppression of material facts and delay and laches. On merits, it is asserted that petitioner was not engaged as labourer on muster roll basis in the month of March, 2007 and during this period he worked for 17 days, in the month of February, 2008 he worked as labourer for 26 days and in the month of August, 2008 for 31 days only. Thereafter he left the job of his own sweet will and not completed 240 days in any calendar year. The averments made in the petition are alleged to be false and baseless made with a view to harass the respondent department. It is asserted that petitioner had never completed 240 days in each calendar year since the year 2003 to 2015. The petitioner lastly worked as labourer in the month of August, 2008 for 31 days and thereafter he did not turn up. The allegations regarding termination of the services of petitioner by the respondent are alleged to be false and baseless and concocted one. It is asserted that the policy of engaging labour on muster roll basis was discontinued after May, 2009 and thereafter the work of plantation is carried out on bill basis as sanctioned schedule of rates. It is denied that the petitioner had applied to obtain the copies of documents and it is asserted that he never turned up to get the copy as he was directed to deposit expenses/fee of preparation of copies of Rs.4640/-. Respondent has denied that after receipt of legal notice petitioner was reengaged from 1.1.2015 and thereafter his services illegally, malafidely terminated on 31.7.2015. It is asserted that the petitioner himself voluntarily starting work on bill basis and he is not entitled for any service benefits as alleged. It is submitted that the petitioner did work in the month of July to September, 2017 and bill amount of Rs.25740/- and Rs.9400/- was paid to him by the respondent department on bill basis. He had only worked for 74 days with the respondent department hence he is not entitled for any relief as prayed. The petitioner was never appointed as beldar or any other post of department hence there was no ground for his termination. Respondent has denied that they have violated the provisions of the Industrial Disputes Act, 1947. Other averments made in the petition were denied and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the services of the petitioner were illegally terminated by the respondent w.e.f. 31.12.2018 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged? ..*OPP*.

2. If issue no.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority and compensation as claimed? ..*OPP*.

3. Whether the claim petition is not maintainable, as alleged? OPR

4. Whether the claim petition is bad on account of delay and latches, as alleged? ..*OPR*.

5. Whether the petitioner has not come to the Court with clean hands and has suppressed the material facts, as alleged? ..*OPR*.

6. Whether the petitioner has no cause of action to file the present case? ..*OPR*.

7. Relief.

6. The petitioner in order to prove his case has examined himself as PW and produced on record his affidavit Ext. PW1/A wherein he has reiterated the facts stated in the claim petition. PW2 Shri Rajesh Kumar, Dy. Range Officer, Rehan Block Fores Division Nurpur, District Kangra. He has stated that he brought the office order dated 31.12.2012 and 31.3.2015 issued by Divisional Forest Officer, Nurpur wherein it is mentioned that the record has been ordered to be destroyed, the office orders are Ext. PW2/A and Ext. PW2/B. He has however stated that remaining record i.e. MB Cash Book for the year 2003 to 2018, muster roll bills and attendance record of workers for the said period is already not available which have been destroyed. PW3 Shri Shiv Karan s/o Mahant Ram has stated that in the year 2012 he was made a regular employee by the department and is presently working as chowkidar at Kandhwar Check Post Nurpur Forest Division. He was appointed at Guriyal Beat Jawali Rehan Block Nurpur Forest Division from the year 1999 as beldar and continued as such till 2012. At that time they were 10-12 people out which some have retired. Petitioner and his father also worked along-with him. Petitioner worked with him since 2003 or 2004 to 2012 at Guriyal Beat. In the year 2012 he was regularized and was transferred to Shimla and other places. He states that the petitioner worked as beldar and worked in the nursery field plantation time to time from 2003 to 2012. He states that work is available with the department during the year. Many people were kept on work after the petitioner.

7. Respondent has examined Shri Amit Sharma, IFS s/o Shri Daulat Ram Sharma, Divisional Forest Officer, Nurpur as RW1 by way of affidavit Ext. RW1/A. He has reiterated the facts mentioned in the reply and produced on record the copy of RTI application Ext. RW1/B, copy of reply dated 18.5.2017 Mark X, copy of office order dated 31.12.2018 Ext. RW1/C.

8. I have heard the learned Counsel for the petitioner as well as learned Dy. D.A. for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : Partly Yes

Issue No.2 : Decided accordingly

Issue No.3 : No

Issue No.4 : No

Issue No.5 : No

Issue No.6 : No

Relief. : Claim petition ispartly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No.1 and 2

10. Both these issues are taken up together for the purpose of adjudication.

11. Reference qua the termination of the services of petitioner by the respondent has been received by this Court. The date of alleged termination is w.e.f. 31.12.2018. Petitioner alleged that he was engaged as beldar on daily wage basis w.e.f. 1.1.2003 in Forest Department at Nurpur Division. He asserts that he worked continuously without break till 2015. According to him, earlier his services were wrongly terminated despite availability of work and verbally terminated in the year 2013. He got issued legal notice dated 10.11.2014 and he was reengaged in January, 2015. His services were again illegally terminated on 31.7.2015. He raised demand notice dated 7.9.2015 wherein he claimed that he was engaged on daily wage basis by the forest department for plantation of saplings and other works of forest department and that he worked in Tehsil Nurpur and Jawali till 31.7.2015. He also alleges that persons junior to him have been retained in service and the principle of 'last come first go' was not complied with by the department. The reconciliation failed before the Labour-*cum*-Conciliation Officer and the reference was rejected by Labour Commissioner on the grounds of delay and laches vide order dated 6.7.2017. Subsequently in CWP No.69/2018 the petitioner was granted liberty to raise fresh labour dispute. Thereafter as per the petitioner he worked with department till 31.12.2018. He has also mentioned in his affidavit that vide order dated 6.4.2017 and in the reply of department it came on record that he had worked only for 17 days as a beldar on daily wage basis in the year 2007 and 57 days during year 2008. The department had mentioned that earlier record was destroyed. He has also asserted that he was also reengaged in the month of July to September, 2017 for which he was paid salary of Rs.25740/- and Rs.9400/- respectively. He has alleged that he was reengaged for 10 months in the year 2018 whereby he worked till 31.12.2018. He was engaged for 4 months from 1st March, 2018 to 30.6.2018 and for this period his salary is still unpaid. Thereafter he was engaged till 31.12.2018 and finally his services verbally terminated on 31.12.2018. The petitioner in order to prove continuous service has examined PW3 Shri Shiv Karan who states that he is regular employee of respondent department since 2012. He has worked with petitioner from 2003/2004 to 2012 doing nursery and plantation work and after termination of petitioner many persons were kept by the department. In his cross-examination he has expressly ignorance to the suggestion that petitioner had worked for 17 days in March, 2007, 26 days in 2008 February and 31 days in August, 2008. He also expressed ignorance that petitioner did not complete 240 days of work in the years 2007 and 2008. He has admitted that work like extinguishing the fire, plantation, digging holes and nursery work are seasonal and if the sanctioned budget is exhausted the work of department is stopped. With regard to the employment of petitioner in the year 2003 he admits that it is merely estimated date.

12. Petitioner has however denied that work of department is seasonal and merely for limited period with limited funds. It is the contention of the petitioner that he was given an intentional break in service despite availability of work with the department. It is pertinent to mention here that there is no reference made to this court regarding the time to time termination

and intentional breaks given to the petitioner by the respondent in order to prevent him from obtaining the benefits of continuous service.

3. In order to claim relief under Section 25-F of the Industrial Disputes Act the petitioner had to establish that he completed 240 days of continuous service with the respondent prior to 31.12.2018. The deposition of petitioner is quite inconsistent as he has asserted continuous service from 2003 to 2018 but he has himself mentioned that from time to time he was terminated by the respondent between the year 2003 to 2018. These two statements are contrary to each other. Petitioner had filed an application under RTI before the department asking for his service record however it is clear that the said application was not decided due to non payment of requisite fee which was necessary for supplying of record. PW2 Shri Rajesh Kumar, Dy. Range Officer, Rehan Block Forest Division Nurpur, District Kangra, H.P. has deposed on oath that *vide* office order dated 31.12.2012 and 31.3.2015 issued by Divisional Forest Officer, Nurpur the record mentioned therein have been destroyed *vide* Ext. PW2/A and Ext. PW2/B. Similar record i.e. MB Cash Book of 2003 to 2018, muster rolls bills and record of workmen for the said period i.e. (2003 to 2018) is not available since the same has already been destroyed. There was no cross-examination to this fact deposed which remained unrebutted. The above documents however show that charts/cancellation bill vouchers and muster rolls of the respondent of all the ranges i.e. Kotla, Jawali, Nurpur, Indora, Rey, FTC Kuther were destroyed till the year 2009. Surprisingly *vide* Ext. RW1/B the respondent has produced the mandays chart of petitioner for the year 2007 and 2008. This document is contrary to the contention of respondent that the record upto the year 2018 has been destroyed.

14. It is however pertinent to mention here that onus to prove the continuous service of 240 days prior to the year 2018 was on the petitioner. No record of attendance of petitioner and payment made to him is either produced by the respondent or petitioner. Though he has admitted that from July to September, 2017 a sum of Rs.25740/- and Rs.9400/- were respectively received by him. He asserts that the above mentioned amount was on account of payment of work done by him and also the arrears. The Hon'ble High Court of H.P. in **Ram Singh vs. State of Himachal Pradesh and others in CWP No.789 of 2024, decided on 4.7.2024** has observed in para nos. 5 and 6 as follows:—

> "5. It is not in dispute that the petitioner is serving with the respondents-Department since 2015 continuously by putting in more than 240 days in each calendar. It appears that in order to deny such kind of workmen, the benefits of regularization, respondent-State has come with the nomenclature of "bill basis" but, fact of the matter still remains that be it a daily wager or a bill basis worker, he is serving the Department regularly putting in more than 240 days in each calendar.
>
> 6. This Court of the considered view that the distinction, which is now being created by the respondents- Department between a daily wage worker and a bill base worker is violative of Article 14 of the Constitution of India. Be it a daily wage worker or a bill base worker, he is rendering the same service to the Department. Therefore, in the absence of their being any intelligible differentia between a daily wage worker and bill base worker, the classification that has been made by the Department cannot pass the touch stone of Article 14 of the Constitution of India".

15. The evidence reveals that petitioner had worked on bill basis in the year 2017. There is no evidence of petitioner worked for year 2019 and 12 months continuous service prior to 31.12.2018. No record of payment or record kept by respondent has been produced. Thus this court cannot presume the eligibility of the petitioner under Section 25-B of the Industrial Disputes Act, 1947 so as to establish the violation of Section 25-F of the Industrial Disputes Act.

16. Fact that the respondent has employed the services of the petitioner on some intervals of time is not disputed. Undoubtedly petitioner is proved to have worked with the respondent in the year 2007, 2008 and 2017. There is no evidence to show that respondent department had no work and funds to provide continuous service to the petitioner. It is alleged that petitioner has left the work out of his own will but there is nothing to show that he was issued any notice by the respondent or that he was called by respondent department before employing new persons. PW3 Shir Shiv Karan has made relevant deposition that after the petitioner, department had employed many persons. Though he had stated that the department has regularized only those persons who have been directed to be regularized by the orders of the court. He has stated that the department has terminated the services of petitioner along-with other persons. The oral as well a documentary evidence produced by the petitioner does not prove that he had worked continuously for 240 days prior to his final termination by the respondent. It is however established that the department was employed new persons after the petitioner was not with the respondent department. As already mentioned above the department never issued any show cause notice to the petitioner nor gave him an opportunity to join the work of the respondent department. There is no notification produced by respondent department to show that the work of department was seasonal in nature and there is no evidence to show that department was devoid of funds in order to give an opportunity to the petitioner for re-employment before employing other persons. RW1 Amit Sharma has admitted that the department does not merely do the seasonal works. Though he has denied that the department has violated the provisions of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act however the violation of the basic provisions of Sections 25-G and 25-H is evident from the oral and documentary evidence produced before this court. In these circumstances the respondent could not be held liable under Section 25-F of the Industrial Disputes Act. The petitioner is held entitled for compensation of Rs.1 lakh for violation of the provisions of Sections 25-G and 25-H of the Industrial Disputes Act, 1947 by the respondent along-with interest @ 6% from the date of his final termination i.e. 31.12.2018 till the realization of the award.

Issues No.3, 4, 5 and 6

17. The onus of proving these issues was on the respondent. The evidence produced by the respondent clearly shows that the petitioner had worked with respondent on various intervals. The petitioner is unable to establish his claim under Section 25-B and 25-F of the Industrial Disputes Act however it is clear that the respondent department has committed violation of Sections 25-G and 25-H of the Industrial Disputes Act after the services of petitioner came to an end on 31.12.2018. Thus the petitioner has established that he has enforceable cause of action to file the claim and petition is partly maintainable against the respondent department. The petitioner has also continued to raise the dispute since the date of his alleged termination. The industrial dispute remained alive as the respondent had engaged as well as disengaged the services of petitioner from the year 2004 till the year 2018 hence it cannot be held that the claim is bad on account of delay and laches. The issues no. 3 to 6 are accordingly decided in the favour of the petitioner and against the respondent.

RELIEF

18. In view of my discussion on the issues no. 1 to 6 above, the claim petition succeeds and is partly allowed. The petitioner is held entitled for compensation of Rs.1 lakh for violation of the provisions of Sections 25-G and 25-H of the Industrial Disputes Act, 1947 by the respondent along-with interest @ 6% from the date of his final termination i.e. 31.12.2018 till the realization of the award. Parties are left to bear their costs.

19. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official Gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 31st day of December, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal ,*
Kangra at Dharamshala, (H.P.).

ब अदालत कार्यकारी दण्डाधिकारी, कल्पा, जिला किन्नौर (हि0प्र0)

मुकद्दमा नं0 : 22 / 2024 तारीख मरजुआ : 26–06–2024

Sh. Vishav Negi s/o Late Ajeet Kumar, r/o Vill. Yuwaringi, P.O. Kothi, Tehsil Kalpa, District Kinnaur (H.P.)

बनाम

1. आम जनता
2. लोकल रजिस्ट्रार जन्म एवं मृत्यु पंजीकरण युवारिंगी, तहसील कल्पा, जिला किन्नौर (हि0प्र0)।

विषय.––प्रार्थी के पिताजी का नाम व मृत्यु तिथि ग्राम पंचायत युवारिंगी के मृत्यु पंजीकरण रजिस्टर में दर्ज करवाये जाने बारे अधीन धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत मृत्य पंजीकरण बारे।

हर खास व आम जनता को बजरिया इश्तहार के माध्यम से सूचित किया जाता है कि Sh. Vishav Negi s/o Late Ajeet Kumar ने अधोहस्ताक्षरी के न्यायालय में एक आवेदन–पत्र मय शपथ–पत्र बजरिया जिला रजिस्ट्रार (मुख्य चिकित्सा अधिकारी) जिला किन्नौर के माध्यम से प्रस्तुत किया है कि उनके पिताजी Late Ajeet Kumar की मृत्यु दिनांक 25–06–2002 को गांव युवारिंगी में हुआ है तथा अज्ञानतावश उनका मृत्यु पंजीकरण ग्राम पंचायत युवारिंगी के मृत्यु पंजीकरण रजिस्ट्रार में दर्ज नहीं करवाया है। अब प्रार्थी अपने पिताजी का नाम व मृत्यु तिथि ग्राम पंचायत युवारिंगी के मृत्य पंजीकरण रजिस्ट्रार में दर्ज करवाना चाहता है। इस बारे आदेश जारी करने का अनुरोध किया है।

अतः ग्राम पंचायत युवारिंगी, तहसील कल्पा, जिला किन्नौर व गांव युवारिंगी की आम जनता को बजरिया इश्तहार के माध्यम से सूचित किया जाता है कि यदि Sh. Vishav Negi s/o Late Ajeet Kumar के पिताजी Late Ajeet Kumar की मृत्यु तिथि 25–06–2002 का पंजीकरण ग्राम पंचायत युवारिंगी के मृत्यु पंजीकरण रजिस्ट्रार में दर्ज करने बारे कोई आपत्ति हो तो वह दिनांक 03–04–2026 या इससे पूर्व अदालत में हाजिर आकर अपना एतराज पेश कर सकता है। इसके उपरान्त कोई भी उजर / एतराज जेरे समायत न होगा तथा प्रार्थी अपने पिताजी की मृत्यु पंजीकरण के आदेश पारित कर सम्बन्धित ग्राम पंचायत के लोकल रजिस्ट्रार / पंचायत सचिव को अनुपालना हेतु भेज दिए जाएंगे।

आज दिनांक 03–03–2026 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
कल्पा, जिला किन्नौर (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, कल्पा, जिला किन्नौर (हि0प्र0)

मुकद्दमा नं0 : 22 / 2024 तारीख मरजुआ : 26–06–2024

Sh. Prithvi Raj s/o Sh. Jagdish Chand, r/o Vill. Yuwaringi, Tehsil Kalpa, District Kinnaur (H.P.)

बनाम

1. आम जनता
2. लोकल रजिस्ट्रार जन्म एवं मृत्यु पंजीकरण युवारिंगी, तहसील कल्पा, जिला किन्नौर (हि0प्र0)

विषय.––प्रार्थी के पुत्र व पुत्री का नाम तथा जन्म तिथि ग्राम पंचायत युवारिंगी के जन्म पंजीकरण रजिस्टर में दर्ज करवाये जाने बारे अधीन धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत जन्म पंजीकरण बारे।

हर खास व आम जनता को बजरिया इश्तहार के माध्यम से सूचित किया जाता है कि Sh. Prithvi Raj s/o Sh. Jagdish Chand ने अधोहस्ताक्षरी के न्यायालय में एक आवेदन–पत्र मय शपथ–पत्र बजरिया जिला रजिस्ट्रार (मुख्य चिकित्सा अधिकारी) जिला किन्नौर के माध्यम से प्रस्तुत किया है कि उनके पुत्र Vishal Kumar Charas का जन्म दिनांक 01–02–2003 व पुत्री Sneha Charas का जन्म दिनांक 12–02–2006 को गांव युवारिंगी में हुआ है तथा अज्ञानतावश उनका जन्म पंजीकरण ग्राम पंचायत युवारिंगी के जन्म पंजीकरण रजिस्टर में दर्ज नहीं करवाया है। अब प्रार्थी अपने पुत्र व पुत्री का नाम व जन्म तिथि ग्राम पंचायत युवारिंगी के जन्म पंजीकरण रजिस्टर में दर्ज करवाना चाहता है। इस बारे आदेश जारी करने का अनुरोध किया है।

अतः ग्राम पंचायत युवारिंगी, तहसील कल्पा, जिला किन्नौर व गांव युवारिंगी की आम जनता को बजरिया इश्तहार के माध्यम से सूचित किया जाता है कि यदि Sh. Prithvi Raj s/o Sh. Jagdish Chand के पुत्र Vishal Kumar Charas का जन्म दिनांक 01–02–2003 व पुत्री Sneha Charas का जन्म दिनांक 12–02–2006 को गांव युवारिंगी में हुआ है, का पंजीकरण ग्राम पंचायत युवारिंगी के जन्म पंजीकरण रजिस्टर में दर्ज करने बारे कोई आपत्ति हो तो वह दिनांक 03–04–2026 या इससे पूर्व अदालत में हाजिर आकर अपना एतराज पेश कर सकता है। इसके उपरान्त कोई भी उजर एतराज जेरे समायत न होगा तथा प्रार्थी के पुत्र व पुत्री के जन्म पंजीकरण के आदेश पारित कर सम्बन्धित ग्राम पंचायत के लोकल रजिस्ट्रार / पंचायत सचिव को अनुपालना हेतु आदेश भेज दिए जाएंगे।

आज दिनांक 03–03–2026 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
कल्पा, जिला किन्नौर (हि0प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी, कल्पा, जिला किन्नौर (हि0प्र0)

मुकद्दमा नं0 : 22 / 2024 तारीख मरजुआ : 26–06–2024

Sh. Subhash Chand s/o Late Guru Lal, V.P.O. Duni, Tehsil Kalpa, District Kinnaur (H.P.)

बनाम

1. आम जनता
2. लोकल रजिस्ट्रार जन्म एवं मृत्यु पंजीकरण दूनी, तहसील कल्पा, जिला किन्नौर (हि0प्र0)

विषय.––प्रार्थी के दादाजी का नाम व मृत्यु तिथि ग्राम पंचायत दूनी के मृत्यु पंजीकरण रजिस्टर में दर्ज करवाये जाने बारे अधीन धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत मृत्य पंजीकरण करने बारे।

हर खास व आम जनता को बजरिया इश्तहार के माध्यम से सूचित किया जाता है कि Sh. Subhash Chand s/o Late Guru Lal ने अधोहस्ताक्षरी के न्यायालय में एक आवेदन–पत्र मय शपथ–पत्र बजरिया जिला रजिस्ट्रार (मुख्य चिकित्सा अधिकारी) जिला किन्नौर के माध्यम से प्रस्तुत किया है कि उनके दादाजी Late Jar Singh की मृत्यु दिनांक 05–03–1984 को गांव दूनी में हुई थी तथा अज्ञानतावश उनकी मृत्यु पंजीकरण ग्राम पंचायत दूनी के मृत्यु पंजीकरण रजिस्टर में दर्ज नहीं करवाया है। अब प्रार्थी अपने दादाजी का नाम व मृत्यु तिथि ग्राम पंचायत दूनी के मृत्यु पंजीकरण रजिस्टर में दर्ज करवाना चाहता है। इस बारे आदेश जारी करने का अनुरोध किया है।

अतः ग्राम पंचायत दूनी, तहसील कल्पा, जिला किन्नौर व गांव दूनी की आम जनता को बजरिया इश्तहार के माध्यम से सूचित किया जाता है कि यदि Sh. Subhash Chand s/o Late Guru Lal के दादाजी Late Jar Singh की मृत्यु दिनांक 05–03–1984 का पंजीकरण ग्राम पंचायत दूनी के मृत्यु पंजीकरण रजिस्टर में दर्ज करने बारे कोई आपत्ति हो तो वह दिनांक 03–04–2026 या इससे पूर्व अदालत में हाजिर आकर अपना एतराज पेश कर सकता है। इसके उपरान्त कोई भी उजर / एतराज जेरे समायत न होगा तथा प्रार्थी के दादाजी की मृत्यु पंजीकरण के आदेश पारित कर सम्बन्धित ग्राम पंचायत के लोकल रजिस्ट्रार / पंचायत सचिव को अनुपालना हेतु भेज दिए जाएंगे।

आज दिनांक 03–03–2026 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
कल्पा, जिला किन्नौर (हि0प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी, कल्पा, जिला किन्नौर (हि0 प्र0)

मुकद्दमा नं0 : 22 / 2024 तारीख मरजुआ : 26–06–2024

Sh. Subhash Chand s/o Late Guru Lal, V.P.O. Duni, Tehsil Kalpa, District Kinnaur (H.P.)

बनाम

1. आम जनता
2. लोकल रजिस्ट्रार जन्म एवं मृत्यु पंजीकरण दूनी, तहसील कल्पा, जिला किन्नौर (हि0प्र0)

विषय.––प्रार्थी के दादाजी का नाम व मृत्यु तिथि ग्राम पंचायत दूनी के मृत्यु पंजीकरण रजिस्टर में दर्ज करवाये जाने बारे अधीन धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत मृत्य पंजीकरण करने बारे।

हर खास व आम जनता को बजरिया इश्तहार के माध्यम से सूचित किया जाता है कि Sh. Subhash Chand s/o Late Guru Lal ने अधोहस्ताक्षरी के न्यायालय में एक आवेदन–पत्र मय शपथ–पत्र बजरिया जिला रजिस्ट्रार (मुख्य चिकित्सा अधिकारी) जिला किन्नौर के माध्यम से प्रस्तुत किया है कि उनके दादाजी Late

Sanam Tanba की मृत्यु दिनांक 22–07–1994 को गांव दूनी में हुई थी तथा अज्ञानतावश उनकी मृत्यु पंजीकरण ग्राम पंचायत दूनी के मृत्यु पंजीकरण रजिस्टर में दर्ज नहीं करवाई है। अब प्रार्थी अपने दादाजी का नाम व मृत्यु तिथि ग्राम पंचायत दूनी के मृत्य पंजीकरण रजिस्टर में दर्ज करवाना चाहता है। इस बारे आदेश जारी करने का अनुरोध किया है।

अतः ग्राम पंचायत दूनी, तहसील कल्पा, जिला किन्नौर व गांव दूनी की आम जनता को बजरिया इश्तहार के माध्यम से सूचित किया जाता है कि यदि Sh. Subhash Chand s/o Late Guru Lal के दादाजी Late Sanam Tanba की मृत्यु दिनांक 22–07–1994 का पंजीकरण ग्राम पंचायत दूनी के मृत्यु पंजीकरण रजिस्टर में दर्ज करने बारे कोई आपत्ति हो तो वह दिनांक 03–04–2026 या इससे पूर्व अदालत में हाजिर आकर अपना एतराज पेश कर सकता है। इसके उपरान्त कोई भी उजर / एतराज जेरे समायत न होगा तथा प्रार्थी के दादाजी की मृत्यु पंजीकरण के आदेश पारित कर सम्बन्धित ग्राम पंचायत के लोकल रजिस्ट्रार / पंचायत सचिव को अनुपालना हेतु भेज दिए जाएंगे।

आज दिनांक 03–03–2026 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
कल्पा, जिला किन्नौर (हि0प्र0)।

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ब अदालत सहायक समाहर्ता प्रथम श्रेणी एवं कार्यकारी दण्डाधिकारी,
तहसील चच्योट स्थित गोहर, जिला मण्डी, हि0प्र0

मुकद्दमा संख्याः	किस्म मुकद्दमाः	तारीख दायरः
711938 / 2026	दुरुस्ती इन्द्राज	23–01–2026

मुकद्दमा शीर्षकः

श्री दुर्गादास पुत्र श्री भैखू राम, निवासी मुहाल सेरी / 196, तहसील चच्योट स्थित गोहर, जिला मण्डी, हिमाचल प्रदेश ..... वादी।

बनाम

आम जनता ..... प्रतिवादी।

विषय.––राजस्व माल कागजात में हिमाचल प्रदेश भू–राजस्व अधिनियम, 1954 की जेर–धारा 38 के तहत नाम दुरुस्ती / संशोधन बाबत।

श्री दुर्गादास पुत्र श्री भैखू राम, निवासी मुहाल सेरी / 196, तहसील चच्योट स्थित गोहर, जिला मण्डी, हिमाचल प्रदेश द्वारा इस न्यायालय में एक दरख्वास्त अधीन धारा 38 हिमाचल प्रदेश भू–राजस्व अधिनियम, 1954 प्रस्तुत की गई है, जिसमें निवेदन किया गया है कि राजस्व अभिलेख (जमाबंदी / गिरदावरी आदि) में उसका नाम गलत रूप से ''दुर्गा सिंह पुत्र भैखू'' Durga Singh s/o Bhaikhu दर्ज हो गया है, जबकि उसका सही नाम ''Durga Dass s/o Bhairavu Ram दुर्गा दास पुत्र भैरवू'' है, जोकि आधार कार्ड, पंचायत रिकार्ड तथा अन्य दस्तावेजों में अंकित है।

मौका जांच तथा अभिलेखों के अवलोकन से यह पाया गया है कि राजस्व अभिलेख में नाम गलत दर्ज हो गया है तथा प्रस्तुत दस्तावेजों के अनुसार वादी का सही नाम बिशन सिंह पुत्र करम दास है।

अतः इस इश्तहार द्वारा सर्वसाधारण तथा संबंधित पक्षकार के रिश्तेदारों को सूचित किया जाता है कि यदि किसी व्यक्ति को राजस्व अभिलेख में दर्ज नाम ''दुर्गा सिंह पुत्र भैखू'' के स्थान पर ''दुर्गा दास पुत्र भैरवू'' दुरुस्त / संशोधन करने के संबंध में कोई आपत्ति हो तो वह व्यक्ति स्वयं अथवा अपने अधिवक्ता के माध्यम से इस न्यायालय में नियत तिथि 28–03–2026 को उपस्थित होकर आपत्ति प्रस्तुत कर सकता है। निर्धारित तिथि के पश्चात प्राप्त किसी भी आपत्ति पर विचार नहीं किया जाएगा तथा नियमानुसार नाम दुरुस्ती संबंधी आदेश पारित कर दिए जाएंगे।

अतः यह इश्तहार मेरे हस्ताक्षर एवं न्यायालय की मोहर से आज दिनांक 28–02–2026 को जारी किया गया।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी एवं सहायक समाहर्ता प्रथम श्रेणी,
तहसील चच्योट स्थित गोहर, जिला मण्डी (हि0प्र0)।

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ब अदालत सहायक समाहर्ता प्रथम श्रेणी, तहसील चच्योट स्थित गोहर, जिला मण्डी, हि0प्र0

मुकद्दमा नम्बर : 02 / 2025 किस्म मुकद्दमा : नाम दुरुस्ती व जन्म तिथि तारीख। दायर

मुकद्दमा शीर्षकः

श्रीमती लीलावती पत्नी देविन्द्र, निवासी गांव व डाकघर स्यांज, तहसील चच्योट स्थित गोहर, जिला मण्डी (हि0प्र0)।

बनाम

आम जनता

विषय.––नाम दुरुस्ती व जन्म तिथि अधीन धारा 34 ता 38 के अन्तर्गत जन्म तिथि व नाम दुरुस्ती दर्ज करने बारे।

महोदय,

उपरोक्त विषय पर आवेदिका श्रीमती लीलावती पत्नी देविन्द्र, निवासी गांव व डाकघर स्यांज, तहसील चच्योट स्थित गोहर, जिला मण्डी, हि0प्र0 ने अपने पुत्र प्रदीउमन का नाम व जन्म तिथि जोकि आधार कार्ड में सहवन गलती से प्रदुमन व जन्म तिथि 21–02–2008 दर्ज हुई है जबकि उसके पुत्र का सही नाम प्रदीउमन (PRADIUMANI) व जन्म तिथि 02–02–2008 है। इसके अतिरिक्त आवेदिका के पति का नाम भी उसके पुत्र के आधार कार्ड में देविन्द्र कुमार गलत दर्ज हुआ है जबकि सही नाम देविन्द्र है, इस बारे में आवेदन इस कार्यालय में प्रस्तुत किया है।

अतः इस इश्तहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी को आवेदिका के पुत्र के नाम व जन्म तिथि व उसके पति का नाम उसके पुत्र के आधार कार्ड में सही करवाने बारे कोई आपत्ति हो तो इस इश्तहार के प्रकाशन की तिथि 28–03–2026 को अपना उजर / एतराज असालतन अथवा वकालतन हाजिर प्रस्तुत कर सकते हैं। इसके उपरान्त कोई उजर / एतराज काबिले समायत न होगा तथा नियमानुसार जन्म तिथि व नाम व उसके पति का नाम दर्ज करने के आदेश पारित कर दिए जाएंगे।

आज इश्तहार मेरे हस्ताक्षर व मोहर अदालत हजा से आज दिनांक 28–03–2026 को जारी हुआ है।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता प्रथम श्रेणी,
तहसील चच्योट स्थित गोहर,
जिला मण्डी (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, सुन्दरनगर, जिला मण्डी (हि0प्र0)

शीर्षक :

श्री हसन अली पुत्र श्री जान मुहम्मद, निवासी गांव डीनक, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) .. प्रार्थी।

बनाम

आम जनता .. प्रत्यार्थी।

प्रार्थना–पत्र अधीन धारा 13(3) जन्म एवं मृत्यु अधिनियम, 1969 के अन्तर्गत पंजीकरण करने बारे।

आवेदक श्री हसन अली पुत्र श्री जान मुहम्मद, निवासी गांव डीनक, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी, हि0प्र0 ने इस न्यायालय में आवेदन–पत्र मय अधीन धारा 13(3) जन्म एवं मृत्यु अधिनियम, 1969, मय District Registrar (Birth & Death)-*cum*-Chief Medical Officer Mandi द्वारा जारी पत्र तथा अनुपलब्धता प्रमाण–पत्र तथा दो गवाहन के शपथ–पत्र आदि सहित प्रस्तुत किया है कि उसका जन्म दिनांक 11–08–1958 को गांव डीनक, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी, हि0प्र0 में हुआ है परन्तु उक्त जन्म तिथि का पंजीकरण ग्राम पंचायत महादेव, तहसील सुन्दरनगर, जिला मण्डी, हि0प्र0 के अभिलेख में दर्ज नहीं है। आवेदक अपनी जन्म तिथि 11–08–1958 का पंजीकरण ग्राम पंचायत महादेव, तहसील सुन्दरनगर, जिला मण्डी, हि0प्र0 के अभिलेख में दर्ज करवाना चाहता है।

अतः इस इश्तहार के माध्यम से आम जनता को सूचित किया जाता है कि उक्त जन्म तिथि दर्ज करने बारा किसी भी प्रकार का कोई उजर / एतराज हो तो वह दिनांक 24–03–2026 को मुकर्रर तारीख पर बवक्त 10.00 बजे सुबह असालतन या वकालतन हाजिर आकर पैरवी मुकद्दमा करें अन्यथा आपके खिलाफ एकतरफा कार्यवाही अमल में लाई जायेगी।

आज दिनांक 03–03–2026 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
सुन्दरनगर, जिला मण्डी (हि0प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी, सुन्दरनगर, जिला मण्डी (हि0प्र0)

शीर्षक :

हमीदा बीबी पुत्री श्री शान मुहम्मद, निवासी गांव रामपुर, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0)

बनाम

आम जनता .. प्रत्यार्थी।

प्रार्थना–पत्र अधीन धारा 13(3) जन्म एवं मृत्यु अधिनियम, 1969 के अन्तर्गत पंजीकरण करने बारे।

आवेदिका श्रीमती हमीदा बीबी पुत्री श्री शान मुहम्मद, निवासी गांव रामपुर, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी, हि0प्र0 ने इस न्यायालय में आवेदन–पत्र मय अधीन धारा 13(3) जन्म एवं मृत्यु अधिनियम 1969, मय District Registrar (Birth & Death)-*cum*-Chief Medical Officer Mandi द्वारा जारी पत्र तथा अनुपलब्धता प्रमाण–पत्र तथा दो गवाहन के शपथ–पत्र आदि सहित प्रस्तुत किया है कि उसका जन्म दिनांक 01–07–1960 को गांव रामपुर, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी, हि0प्र0 में हुआ है परन्तु उक्त जन्म तिथि का पंजीकरण ग्राम पंचायत महादेव, तहसील सुन्दरनगर, जिला मण्डी, हि0प्र0 के

अभिलेख में दर्ज नहीं है। आवेदिका अपनी जन्म तिथि 01–07–1960 का पंजीकरण ग्राम पंचायत महादेव, तहसील सुन्दरनगर, जिला मण्डी, हि0प्र0 के अभिलेख में दर्ज करवाना चाहती है।

अतः इस इश्तहार के माध्यम से आम जनता को सूचित किया जाता है कि उक्त जन्म तिथि दर्ज करने बारा किसी भी प्रकार का कोई उजर / एतराज हो तो वह दिनांक 24–03–2026 को मुकर्रर तारीख पर बवक्त 10.00 बजे सुबह असालतन या वकालतन हाजिर आकर पैरवी मुकद्दमा करें अन्यथा आपके खिलाफ एकतरफा कार्यवाही अमल में लाई जायेगी।

आज दिनांक 03–03–2026 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
सुन्दरनगर, जिला मण्डी (हि0प्र0)।

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कार्यालय कार्यकारी दण्डाधिकारी एवं तहसीलदार, पधर, जिला मण्डी (हि0प्र0)

श्री प्रकाश चन्द पुत्र चमारु, गांव सनेड, डाकघर व तहसील पधर, जिला मण्डी (हि0प्र0) प्रार्थी।

बनाम

आम जनता प्रत्यार्थी।

विषय.––दरख्वास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

आवेदक श्री प्रकाश चन्द पुत्र चमारु, गांव सनेड, डाकघर व तहसील पधर, जिला मण्डी, हि0प्र0 ने इस अदालत में प्रार्थना–पत्र मय शपथ–पत्र गुजारा है कि उसका नाम प्रकाश चंद व जन्म दिनांक 04–01–1968 को हुआ है, जिसका इन्द्राज ग्राम पंचायत डलाह, तहसील पधर, जिला मण्डी, हि0प्र0 में अज्ञानतावश दर्ज नहीं करवाया है।

अतः इस इश्तहार द्वारा आम व खास को सूचित किया जाता है कि यदि किसी को उक्त व्यक्ति की जन्म तिथि पंचायत रिकार्ड में दर्ज करने बारे कोई एतराज हो तो वह दिनांक 19–03–2026 को या इससे पूर्व अदालत में हाजिर होकर अपना एतराज पेश कर सकता है। अन्यथा कोई एतराज प्राप्त न होने की सूरत में सम्बन्धित सचिव, ग्राम पंचायत डलाह को उक्त प्रार्थी के जन्म तिथि दर्ज करने बारे आदेश जारी कर दिये जायेंगे।

आज दिनांक 19–02–2026 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी एवं तहसीलदार,
पधर, जिला मण्डी (हि0प्र0)।

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CORRECTION OF NAME

I, Urmila Devi w/o Ram Pal, Kiarghat (77), P.O. Bhiyunkhari, Distt. Solan (H.P.) declare that in my minor daughter's Aadhar No. 2838 5875 2376 her name as Himasu is wrongly entered. Correct name is Himanshi.

URMILA DEVI
w/o Ram Pal,
Kiarghat (77), P.O. Bhiyunkhari,
Distt. Solan (H.P.).

CORRECTION OF NAME

I, Indra Devi w/o Tej Singh, Vill. Babli, P.O. Padwahan, Tehsil Padhar, District Mandi (H.P.) declare that in my Aadhar Card No. 7268 4574 4773 my name is wrongly entered as Tara Devi, my correct name is Indra Devi.

INDRA DEVI
w/o Tej Singh,
Vill. Babli, P.O. Padwahan,
Tehsil Padhar, District Mandi (H.P.).

CORRECTION OF NAME

I, Kailasho s/o Sh. Mangtu, r/o Village Badiata, P.O. Sahu, Tehsil & Distt. Chamba (H.P.) declare that in my Aadhar Card bearing number 9298 4478 5595 my name is wrongly entered as Kalaso, which is incorrect. Whereas my correct name is Kailasho. I shall be known as Kailasho for all purposes in future. Please note.

KAILASHO
s/o Sh. Mangtu,
r/o Village Badiata, P.O. Sahu,
Tehsil & Distt. Chamba (H.P.).

CHANGE OF NAME

I, Sunny Kohli s/o Late Sh. Ishwar Dass, r/o Vill. Uncha Parwanoo, P.O. & Sub-Tehsil Parwanoo, Distt. Solan (H.P.) declare that I intend to change name of my daughter from Aashna Kohli to Avyana Kohli in her Aadhar Card.

SUNNY KOHLI
s/o Late Sh. Ishwar Dass,
r/o Vill. Uncha Parwanoo,
P.O. & Sub-Tehsil Parwanoo, Distt. Solan (H.P.).

CHANGE OF NAME

I, Akash Kumar s/o Rakesh, r/o V.P.O. Kummi, Tehsil Balh, District Mandi (H.P.) have changed my name from Akash to Akash Kumar. Concerned note.

AKASH KUMAR
s/o Rakesh,
r/o V.P.O. Kummi, Tehsil Balh,
District Mandi (H.P.).

CHANGE OF NAME

I, Ramandeep Singh Bhatia aged about 47 years, s/o Late Sh. Sohan Singh Bhatia, r/o House No. 133/5, Cart Road, Shimla (H.P.)-171 001 declare that I have changed my daughter's name from Baby two of Tejinder (Old Name) to Jasveen Kaur Bhatia (New Name). All concerned please may note.

RAMANDEEP SINGH BHATIA
s/o Late Sh. Sohan Singh Bhatia,
r/o House No. 133/5,
Cart Road, Shimla (H.P.)-171 001.

CHANGE OF NAME

I, Ashwani Singh aged 42 years s/o Sh. Piar Chand, r/o Vill. Bar Khurd, P.O. Bari Kalan, Teh. Khundian, Distt. Kangra (H.P.) declare that my name is recorded in my Aadhar Card No. 4094 4260 3714 as Vikas Rana. That I have Changed my name from Vikas Rana to Ashwani Singh for my personal reasons. Please note it all concerned.

ASHWANI SINGH
s/o Sh. Piar Chand,
r/o Vill. Bar Khurd, P.O. Bari Kalan,
Teh. Khundian, Distt. Kangra (H.P.).

CORRECTION OF NAME

I, Leela Devi w/o Dev Raj, Vill. Pekhra, P.O. Kathog, Tehsil Padhar, District Mandi (H.P.) declare that my name is wrongly recorded as Nila Devi in my Aadhar Card number 3015 7949 1722, my correct name is Leela Devi.

LEELA DEVI
w/o Dev Raj,
Vill. Pekhra, P.O. Kathog,
Tehsil Padhar, District Mandi (H.P.).

CHANGE OF NAME

I, Jagdish s/o Laiq Ram, r/o Village Ranghol. Post Office Irra, Tehsil Nerwa, District Shimla (H.P.) declare that I have changed my daughter's name from Nenasi to Nancy Chauhan. All concerned please may note.

JAGDISH
s/o Laiq Ram,
r/o Village Ranghol. Post Office Irra,
Tehsil Nerwa, District Shimla (H.P.).

CORRECTION OF NAME

I, Parmanand s/o Dhayan Singh, r/o Village Dhamroli, Post Office Bour, Tehsil Nerwa, District Shimla (H.P.) declare that my son's name in his Aadhar Card have been wrongly entered as Ashwin Tomar, whereas his correct name is Ashwani Tomar. All concerned please may note.

PARMANAND
s/o Dhayan Singh,
r/o Village Dhamroli, Post Office Bour,
Tehsil Nerwa, District Shimla (H.P.).

CHANGE OF NAME

I, Balbir Singh s/o Jagat Ram, r/o Village Paban, Post Office Paban, Tehsil Nerwa, District Shimla (H.P.) declare that I have changed my daughter's name from Sanakshi to Sonakshi. All concerned please may note.

BALBIR SINGH
s/o Jagat Ram,
r/o Village Paban, Post Office Paban,
Tehsil Nerwa, District Shimla (H.P.).

CHANGE OF NAME

I, Ajay Kumar aged about 44 years, s/o Sh. Kehar Singh Sharma, r/o Village Nandla, P.O. Jangla, Tehsil Chirgaon, Distt. Shimla (H.P.)-171 214 declare that I have changed my son's name from Baby two of Brinda Devi (Old Name) to Advik Sharma (New Name). All concerned please may note.

AJAY KUMAR
s/o Sh. Kehar Singh Sharma,
r/o Village Nandla, P.O. Jangla,
Tehsil Chirgaon, Distt. Shimla (H.P.)-171 214.

CORRECTION OF NAME

I, Usha Sahore d/o Babu Ram Duvedi, Permanent r/o Near Patka Mandir, Village Raipur Sahoran, Tehsil & District Una (H.P.)-174 315 declare that my name has appeared as Usha in some records and share certificates. My correct name is Usha Sahore and I shall hereafter be known by this name only. All legal formalities have been duly complied with.

USHA SAHORE
d/o Babu Ram Duvedi,
Permanent r/o Near Patka Mandir,
Village Raipur, Sahoran,
Tehsil & District Una (H.P.)-174 315.

CHANGE OF NAME

I, Sunita Dangi (New Name) w/o Sh. Neem Raj, r/o Guma (8), Shimla (H.P.)-171 202 declare that I have changed my name from Sunita (Old Name) to Sunita Dangi for all future purposes. All concerned may please take note.

SUNITA DANGI
w/o Sh. Neem Raj,
r/o Guma (8), Shimla (H.P.)-171 202.

CHANGE OF NAME

I, Neem Raj s/o Tul Bahadur, r/o Guma (8), Shimla, Himachal Pradesh-171 202 do hereby solemnly affirm and declare as under that I am the father and legal guardian of my minor son. That my minor son was previously known by the name Anupam. That I have changed my minor son's name from Anupam to ANUPAM DANGI. That henceforth, my minor son shall be known, addressed and called by the name ANUPAM DANGI for all intents and purposes.

NEEM RAJ
s/o Tul Bahadur,
r/o Guma (8), Shimla, (H.P.)-171 202.

CHANGE OF NAME

I, Rani Devi w/o Sh. Ramesh Kumar, r/o Village Kothi Padher, P.O. Parsiara, Tehsil Bhatiyat, Distt. Chamba (H.P.) declare that I have changed my name from Rano Devi to Rani Devi. I shall be known as Rani Devi for all purposes in future. All concerned please note.

RANI DEVI
w/o Sh. Ramesh Kumar,
r/o Village Kothi Padher, P.O. Parsiara,
Tehsil Bhatiyat, Distt. Chamba (H.P.).

CHANGE OF NAME

I, Suman w/o Sh. Mansa Ram, r/o H. No. 2/1, Ward No. 9, Village Neuli Nalapar, P.O. Neoli, Tehsil & District Kullu (H.P.) declare that I have changed my name from Sumna Devi to Suman for all future purposes. All concerned please may note.

SUMAN
w/o Sh. Mansa Ram,
r/o H. No. 2/1, Ward No. 9, Village Neuli Nalapar,
P.O. Neoli, Tehsil & District Kullu (H.P.).

CORRECTION OF NAME

I, Sumit Kumar s/o Sh. Karm Chand, r/o Village Sadarpur, Post Office Tanda, Tehsil Nagrota Bagwan, District Kangra (H.P.) declare that the name of my son has been wrongly recorded as Partush Choudhary in his Aadhar Card, correct name as per his Birth Certificate, Certificate of Bonafide Himachali is Pratiush Choudhary, please correct my son's name in his Aadhar.

SUMIT KUMAR
s/o Sh. Karm Chand,
r/o Village Sadarpur, Post Office Tanda,
Tehsil Nagrota Bagwan, District Kangra (H.P.).

CHANGE OF NAME

I, Karishma (New Name) aged about 21 years d/o Sh. Bhim Singh, r/o Post Office Karsog, Tehsil Karsog, Bhayal, District Mandi (H.P.)-171 304 declare that I have changed my name from Krishma (Old Name) to Karishma (New Name). All concerned please may note.

KARISHMA
d/o Sh. Bhim Singh,
r/o Post Office Karsog, Tehsil Karsog,
Bhayal, District Mandi (H.P.)-171 304.

CORRECTION OF NAME

I, Shimbro Devi w/o Sh. Birbal Choudhary, r/o V.P.O. Balota Khas, Tehsil Dheera, District Kangra (H.P.)-176 084 declare that in my Aadhar Card my name is wrongly entered as Simro Devi, which should be corrected as Shimbro Devi. Please correct as mentioned.

SHIMBRO DEVI
w/o Sh. Birbal Choudhary,
r/o V.P.O. Balota Khas, Tehsil Dheera,
District Kangra (H.P.)-176 084.

CORRECTION OF NAME

I, Jagdish s/o Sh. Sukh Ram, r/o Village Bana Koti, P.O. Kotla Molar, Tehsil Dadahu, District Sirmaur (H.P.) declare that my daughter Nitika's name is incorrectly spelled as NITEKA in her Aadhar Card (6060 8209 4459). It should be corrected to NITIKA.

JAGDISH
s/o Sh. Sukh Ram,
r/o Village Bana Koti, P.O. Kotla Molar,
Tehsil Dadahu, District Sirmaur (H.P.).

CORRECTION OF NAME

I, Jagdish s/o Sh. Sukh Ram, r/o Village Bana Koti, P.O. Kotla Molar, Tehsil Dadahu, District Sirmaur (H.P.) hereby declare that my daughter Harshita Bhardwaj's name is incorrectly recorded as Harsh it a Bhardwaj on her Aadhar Card (6857 3416 2399). It should be corrected to Harshita Bhardwaj.

JAGDISH
s/o Sh. Sukh Ram,
r/o Village Bana Koti, P.O. Kotla Molar,
Tehsil Dadahu, District Sirmaur (H.P.).

CHANGE OF NAME

I, Khrayati Ram s/o Sh. Narata Ram, r/o Village Siri Nagar (441/1), Post Office & Tehsil Kandaghat, District Solan (H.P.) declare that I have changed my name from Khrayati Ram to Kharaity Ram. Please note all concerned for future.

KHRAYATI RAM
s/o Sh. Narata Ram,
r/o Village Siri Nagar (441/1),
P. O. & Tehsil Kandaghat, District Solan (H.P.).

CHANGE OF NAME

I, Vasu Dev s/o Sh. Hari Ram, r/o Village Kalind (173), Post Office Kalind, Tehsil Theog, District Shimla (H.P.)-171 220 do hereby declare that I have changed my minor son's name from Shreyn Sharma (Old Name) to Shreyan Sharma (New Name). All concerned please note.

VASU DEV
s/o Sh. Hari Ram,
r/o Village Kalind (173), Post Office Kalind,
Tehsil Theog, District Shimla (H.P.)-171 220.

CORRECTION OF NAME

I, Rajneesh Paul Sharma age 41 years old s/o Sh. Dhani Ram Sharma, r/o Village Lambot, P.O. Jolsappar, Tehsil Nadaun, District Hamirpur (H.P.)-177 048 & present address is House No. 58, Himachal One Socuity, Bhud Baddi, Solan, H.P. do hereby solemnly affirm and declare that my son's name is mentioned as Boy in Aadhar Card Bearing No. 8726 8534 7997 and his date of birth is 22/02/2019 but his correct name is Atharv Sharma. Now, I want to correct my son's name in Aadhar Card from Boy to Atharv Sharma as per birth certificate. All concerned please note.

RAJNEESH PAUL SHARMA
s/o Sh. Dhani Ram Sharma,
r/o Village Lambot, P.O. Jolsappar,
Tehsil Nadaun, District Hamirpur (H.P.)-177 048.
present address House No. 58,
Himachal One Socuity, Bhud Baddi, Solan (H.P.).

CORRECTION OF NAME

I, Kishan Chand Sharma s/o Sh. Sahib Ram Sharma, r/o Sharma Niwas, Opposite Bal Gopal Hospital, Old Hoshiarpur Road, Una, Tehsil & District Una (H.P.) do hereby declare that in my Border Roads Organisation PPO No. C/GREF/62/2016 my name is wrongly entered as Krishan Chand and my wife's name is entered as Saroj Kumari, whereas my correct name is Kishan Chand Sharma and my wife's correct name is Saroj Sharma. All concerned please may note.

KISHAN CHAND SHARMA
s/o Sh. Sahib Ram Sharma,
r/o Sharma Niwas, Opposite Bal Gopal Hospital,
Old Hoshiarpur Road, Una, Tehsil & District Una (H.P.).

CHANGE OF NAME

I, Banssa Devi w/o Sh. Som Dutt, r/o Village Lahra, P.O. Galore, Tehsil Nadaun, District Hamirpur (H.P.) declare that I have changed my name from Bassa Devi to Banssa Devi. I shall be known as Banssa Devi for all purposes in future. All concerned please note.

BANSSA DEVI
w/o Sh. Som Dutt,
r/o Village Lahra, P.O. Galore,
Tehsil Nadaun, District Hamirpur (H.P.).

CHANGE OF NAME

I, Savitri Meena Devi w/o Sh. Kuldeep Singh Guleria, r/o Village Manjhyar, P.O. Cholangarh, Tehsil Dharampur, District Mandi (H.P.) declare that I have changed my name from Meena Devi to Savitri Meena Devi for all purposes in future. All concerned please note.

SAVITRI MEENA DEVI
w/o Sh. Kuldeep Singh Guleria,
r/o Village Manjhyar, P.O. Cholangarh,
Tehsil Dharampur, District Mandi (H.P.).

CHANGE OF NAME

I, Ankit Chauhan s/o Sh. Jiya Lal aged 26 years, r/o Village Darana (542), P.O. Damkari, Tehsil & District Solan (H.P.) declare that I have changed my name from Ankit to Ankit Chauhan with immediate effect for all purposes & records. All concerned please note.

ANKIT CHAUHAN
s/o Sh. Jiya Lal,
r/o Village Darana (542), P.O. Damkari,
Tehsil & District Solan (H.P.).

CHANGE OF NAME

I, Joyotsna Sharma d/o Sh. Mohan Lal Sharma aged about 24 years, r/o P.O. Jabri Bigri (89), Shimla (H.P.)-171 103 declare that I have changed my name from Joyotsna Sharma (Old Name) to Jyotsna Sharma (New Name). All concerned please may note.

JOYOTSNA SHARMA
d/o Sh. Mohan Lal Sharma,
r/o P.O. Jabri Bigri (89), Shimla (H.P.)-171 103.

CORRECTION OF NAME

I, Biaso Ram s/o Sh. Urdi Ram, r/o Village Jind, P.O. Dugli, Tehsil Churah & District Chamba (H.P.) declare that in my Aadhar Card Bearing No. 8021 1504 3141 my name is wrongly entered as Byas Dev, which is incorrect. Whereas, my correct name is Biaso Ram. I shall be known as Biaso Ram for all purposes in future. Please note.

BIASO RAM
s/o Sh. Urdi Ram,
r/o Village Jind, P.O. Dugli,
Tehsil Churah & District Chamba (H.P.).

CHANGE OF NAME

I, Ankita w/o Sh. Ankush Kumar, r/o Village Bharathu, Post Office Binola, Tehsil Sadar, District Bilaspur (H.P.) declare that I have changed my minor daughter's name from Ananya (Aadhar Card No. 4075 5765 9161) to Kayara Thakur. All concerned please note.

ANKITA
w/o Sh. Ankush Kumar,
r/o Village Bharathu, Post Office Binola,
Tehsil Sadar, District Bilaspur (H.P.).

CHANGE OF NAME

I, Jai Ram Mukhyan (New Name) s/o Late Sh. Ananat Ram, r/o Village Jarol, Post Office Jarol, Tehsil Kumarsain, District Shimla (H.P.)-172 031 declare that I have changed my name from Jai Ram (Old Name) to Jai Ram Mukhyan (New Name). All concerned please may note.

JAI RAM MUKHYAN
s/o Late Sh. Ananat Ram,
r/o Village Jarol, Post Office Jarol,
Tehsil Kumarsain, District Shimla (H.P.)-172 031.

STATE AUDIT DEPARTMENT

NOTIFICATION

Dated, 11th March, 2026

No. I-392/82-Fin (LA)-Vol-7-1253.—In partial modification of this department Notification of even number dated 03-02-2026, the date of retirement of Sh. Dewan Chand, retired Joint Controller of this department may be read as **31-07-2025** instead of 30-06-2025 in the sixth line of the Notification *ibid.*

By order,

Principal Secretary (Finance).

PERSONNEL DEPARTMENT
ADMINISTRATIVE REFORMS

NOTIFICATION

Shimla-2, the 12th March, 2026

No. ADR-A003/4/2023-Admin Reforms.—In exercise of the powers conferred under section 24 (4) of the Right to Information Act, 2005, the Governor, Himachal Pradesh is pleased to exclude the State Vigilence & Anti Corruption Bureau from the ambit of the Right to Information Act, 2005.

By order,

SANJAY GUPTA,
Chief Secretary.

नियन्त्रक, मुद्रण तथा लेखन सामग्री, हिमाचल प्रदेश, शिमला–5 द्वारा मुद्रित तथा प्रकाशित
इलेक्ट्रॉनिक हस्ताक्षरित राजपत्र, वैबसाइट https://rajpatra.hp.gov.in पर उपलब्ध है एवम् ऑनलाइन सत्यापित किया जा सकता है।